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ABSTRACT

The collective bargaining agreement between the State of New Jersey and the Council of New Jersey State College Locals (New Jersey State College System), covering the period July 1, 1986-June 30, 1989, is presented. Items covered in the agreement include: unit recognition, nondiscrimination, no strike/lockout 1986-June 30, 1989, is presented. Items covered in the agreement grievance procedure, union-employer information exchange, union-board relations, union rights, employee rights, faculty responsibilities, employee appointment and retention, promotion procedure, resignation and reassignments, retirement, nonteaching professionals, librarians, department chairpersons, health benefits program, compensation for outside-funded activities, salaries, fringe benefits, vacation-sick leave, holidays, leave of absence, sabbatical leaves, tuition reimbursement, personnel files, safe conditions, management rights, retrenchment, and training and reinstatement. Appended is information on multi-year appointments for professional staff, career development program for all employees, the Harry Moore School, and qualification for faculty ranks. (SW)

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AGREEMENT

THE STATE OF NEW JERSEY

COUNCIL OF NEW JERSEY STATE COLLEGE LOCALS

(New Jersey State College System)

NJSFT-AFT, AFL-CIO

STATE COLLEGES UNIT

July 1, 1986-June 30, 1989

IR 020 764

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Date April 8,1987

From:

Carron M. Albert, Personnel Director

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AGREEMENT

This Agreement is made as of the 21st day of October, 1986 by and between the State of New Jersey (herein called the STATE) and the Council of New Jersey State College Locals, NJSFT-AFT, AFL-CIO (herein called the UNION).

Whereas the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing NOW THEREFORE, it is mutually agreed as follows:

PREAMBLE

The STATE, the New Jersey Department of Higher Education (herein called the Department) and the UNION enter into this Agreement with the expectation that its implementation will enhance the ability of the State Colleges of New Jersey to serve their constituents.

The parties recognize that it is the responsibility of these colleges to provide their students a quality educational program, to broaden the horizons of knowledge through research and to make available their resources to the needs of the larger community.

In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of academic freedom, professional ethics and responsibilities.

ARTICLE I

RECOGNITION AND DEFINITION OF TERMS

A. The STATE, by the Office of Employee Relations in the Governor's Office and the Department, hereby recognizes the UNION as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit embracing all nine State Colleges, the composition of which is described as follows:

Included:

1. Full-time teaching and/or research faculty
2. Department chairpersons
3. Administrative staff (non-managerial)
4. Librarians
5. Student personnel staff
6. Demonstration teachers
7. Teacher -- A. Harry Moore School
8. Professional academic support personnel (holding faculty rank)
9. Full time members of the State College Unit who teach summer session*

*Inclusion of such employees in the negotiations unit shall not in any way alter the current rights, benefits or duties of such employees except as specifically indicated in this Agreement.

Excluded:

1. College President and Vice President
2. Deans, Associate and Assistant Deans and other managerial executives
3. Secretarial staff
4. Maintenance staff
5. Bookstore, food service, etc. staff
6. Adjunct and part-time professional staff
7. Graduate assistants
8. All others

B. Definition of Terms

Unless otherwise indicated the following when used herein shall mean:

1. "employee" refers to employees in the certified negotiating unit described in A. above.

2. "faculty" or "faculty members" refers to all "full-time" teaching and/or research faculty as described in A. 1. (inclusions) above.

3. "College" refers to the State Colleges covered herein.

4. "Local UNION" refers to the constituent local of the UNION at a college.

5. "Multi-year contract" refers to such contracts authorized under N.J.S.A. 18A:60-14.

ARTICLE II

NON-DISCRIMINATION

The STATE and the UNION agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference, or discrimination because of age, sex, marital status, race, color, creed, national origin, physical handicap, or political activity, private conduct or union activity which is permissible under law and which does not interfere with an employee's employment obligation.

ARTICLE III

NO STRIKE OR LOCKOUT

The UNION agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will not support or condone any such job action. The STATE agrees that it will refrain from locking out its employees or from any threat thereof.

ARTICLE IV

CONTINUING CONSULTATION

A. The UNION and the STATE shall upon the request of either party establish meetings during the third week of April, October, and January for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings but are intended as a means of fostering good employer-employee relations.

B. The Local UNION on each campus and the President as chief executive officer of the College and as representative of the Board of Trustees, or his or her

designee(s), shall upon the request of either party establish meetings during the first week of April, October, and January, for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings but are intended as a means of fostering good employer-employee relations.

C. The requests of either party for such meetings shall include an agenda of topics to be discussed and shall be submitted seven (7) days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.

D. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

ARTICLE V

ACADEMIC FREEDOM

A. Academic freedom derives from the nature of the quest for knowledge. It is essential to the full search for truth and its free exposition, applies to both teaching and research, and shall not be abridged or abused. Academic freedom does not relieve the employee of those duties and obligations which are inherent in the employer-employee relationship.

B. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it responsibilities correlative with rights. Both parties to this Agreement subscribe to the following principles of academic freedom:

1. Employees are entitled to full freedom in research and in the publication of results.

2. An employee is entitled to freedom in the classroom in discussing his or her subject.

3. Employees are citizens and members of a learned profession. When the employee speaks or writes as a citizen, he or she is free from institutional censorship or discipline, but should not represent himself or herself as a spokesperson for the institution.

ARTICLE VI

DUES DEDUCTION

A. 1. The STATE agrees to deduct from the salaries of all employees dues for the appropriate Local UNION named below, as individual employees may voluntarily authorize as provided in Chapter 310, New Jersey Public Laws of 1967, the STATE to make such deductions and where such authorization is properly presented to the STATE.

Thomas A. Edison State College	Local 4277
Glassboro State College	Local 2373

Jersey City State College	Local 1839
Montclair State College	Local 1904
Kean College of New Jersey	Local 2187
Wm. Paterson College of New Jersey	Local 1796
Ramapo College of New Jersey	Local 2274
Stockton State College	Local 2275
Trenton State College	Local 2364

The deduction will be made in equal amounts bi-weekly pursuant to Chapter 310, New Jersey Public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended, beginning the first payroll period after receipt of the authorization card.

Said monies will be transmitted by the fifteenth of the month following the month in which deductions were made to the designated local UNION treasurer.

Each of the above Local UNIONS shall certify to the STATE in writing the current rate of its membership dues.

2. Dues deduction for any employee in the negotiating unit shall be limited to the UNION. Employees shall be eligible to withdraw dues deduction authorization for the UNION only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

3. Any changes in the UNION fee structure during the contract year shall be certified to the STATE thirty (30) days in advance of the requested date of such change. The change will be reflected in payroll deductions at the earliest time after the receipt of the request.

B. Representation Fee (Agency Shop)

1. Purpose of Fee

a. Subject to the conditions set forth in 1(b) below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until June 30, 1989. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

b. It is understood that the implementation of the agency fee program is predicated on the demonstration by the UNION that more than 50% of the eligible employees in the negotiating unit are dues paying members of the UNION.

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the Agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee

will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

2. Amount of Fee

Prior to the beginning of each contract year, the UNION will notify the STATE in writing of the amount of regular membership dues, initiation fees and assessments charged by the UNION to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be certified to the STATE thirty (30) days in advance of the requested date of such change. The change will be reflected in payroll deductions at the earliest time after the receipt of the request.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. Deduction and Transmission of Fee

After verification by the STATE that an employee must pay the representation fee, the STATE will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the UNION will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the UNION.

The STATE shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of nonmember status. For purposes of Section B., individuals employed on a 10-month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The STATE shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and Return System

The representation fee in lieu of dues shall only be available to the UNION if the procedures hereafter are maintained by the UNION.

The burden of proof under this system is on the UNION.

The UNION shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the UNION that is either in aid of activities or causes of a partisan political or

ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public employer.

The employee shall be entitled to a review of the amount of the representation fee by requesting the UNION to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the UNION.

The UNION shall submit a copy of the UNION review system to the Office of Employee Relations. The deduction of the representation fee shall be available only if the UNION establishes and maintains this review system.

If dissatisfied with the UNION's decision, the employee may appeal to a three-member board established by the Governor.

5. STATE Held Harmless

The UNION hereby agrees that it will indemnify and hold the STATE harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from the STATE's agreement to make deductions in accordance with this provision. The STATE shall not be liable to the UNION or employee for any retroactive or past due representation fee for an employee who was identified by the STATE as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

C. Political Check-Off

Pursuant to legislation, the State shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the negotiations unit a sum specified by the UNION and not to exceed the limits prescribed by law, for the purpose of contributing to the UNION Committee on Political Education (COPE). This provision applies to present and future members and non-member employees in the negotiations unit.

The fee deductions referred to above shall be forwarded to the Local UNIONS promptly and in accordance with the provisions of applicable law.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Purpose

The parties agree that it is in the best interests of the academic community that all grievances should be resolved promptly, fairly and equitably. To this end

relevant and necessary information, material and documents concerning any grievance shall be provided by the UNION and the STATE upon written request to the other within a reasonable time which, where practicable, will not exceed fifteen (15) working days. This entitlement does not include the use of written questions directed to individuals where the relevant and necessary information sought can be asked of witnesses or the management representative at a grievance hearing.

1. The following procedure, which may be initiated by an employee and/or the UNION acting as his or her representative, shall be the sole and exclusive means of seeking adjustment and settling grievances (except as provided in Article XII).

2. Whenever any representative of the UNION or any employee is mutually scheduled by the parties during working hours to participate in grievance procedures, such employees shall suffer no loss in pay or benefits.

B. Definition of a Grievance

A grievance is an allegation by an employee or the UNION that there has been:

1. A breach, misinterpretation or improper application of terms of this Agreement; or

2. An arbitrary or discriminatory application of, or failure to act pursuant to, the policies, rules or regulations of the Board of Higher Education or a Board of Trustees, or statutes which establish terms and conditions of employment.

C. Preliminary Informal Procedure

An employee may orally present and discuss a grievance with his or her immediate supervisor on an informal basis. At the employee's option, he or she may request the presence of a UNION representative. If the employee exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the college official responsible for the administration of the first formal step of the grievance procedure.

D. Formal Steps

1. Step One

A grievant shall initiate his or her grievance in writing and present it formally to the College President. Such statement of grievance should include specific reference to the following: a) article and section of this Agreement alleged to have been breached, misinterpreted, or improperly applied; b) policy, rule or regulation of the Board of Higher Education or Board of Trustees, or statutes which establish terms and conditions of employment alleged to have been arbitrarily or discriminatorily applied, or not followed; c) a description of how the alleged violation occurred; d) the date of the alleged violation; e) proposed remedy. Where the nature of the grievance suggests that it would be appropriate, the grievant may

be requested by the President or his or her designee to meet any involved official of the College in an effort to resolve the grievance informally. Such informal discussions shall not become a part of the record of the grievance unless the grievance is resolved on the basis of such discussions. The President or designee thereof shall hear the grievance and where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within fifteen (15) calendar days of receipt of the grievance, and the decision shall be rendered in writing to the employee and the UNION representative within fifteen (15) calendar days of the conclusion of the hearing of the grievance.

2. Step Two

If the grievant is not satisfied with the decision rendered at Step One, or should no decision be forthcoming in the prescribed time, he/she may, within fifteen (15) calendar days, submit his/her grievance to the Chancellor. Such appeal shall be accompanied by the decision at Step One and any written record that has been made part of the preceding hearing. The Chancellor or designee thereof shall hear the grievance and, where appropriate, witnesses may be heard and pertinent records received. The hearing shall commence within ten (10) calendar days of receipt of the grievance and the decision shall be rendered in writing to the aggrieved employee and the UNION representative within ten (10) calendar days of the conclusion of the hearing. Hearings shall be completed within ten (10) calendar days of commencement absent extenuating circumstances.

3. Step Three

If the aggrieved employee is not satisfied with the disposition of the grievance at Step Two, the UNION as representative of the employee may, within twenty (20) calendar days from the determination at said step and upon written notification of intent to arbitrate to the Chancellor and the Director of the Office of Employee Relations, appeal the Chancellor's decision to arbitration. The arbitrator shall conduct a hearing and investigation to determine the facts and render a decision for the resolution of the grievance. An arbitrator's decision shall be binding as to grievances raised under B. 1. above and advisory and non-binding as to grievances raised under B. 2. above. In any case, an arbitrator's decision relating to appointment, nonreappointment (except as provided in E. 5. below), merit awards, or promotion shall be advisory and non-binding. In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement, or any policy of the STATE, the Board of Higher Education or any Board of Trustees. The arbitrator shall not substitute his or her judgment for academic judgments rendered by the persons charged with making such judgments.

If one of the issues before the arbitrator is timeliness, the arbitrator must first render a decision on this issue. This decision shall be rendered on the day of the hearing when possible. A subsequent day of hearing will occur only if the arbitrator determines the matter to have been timely filed.

Any costs resulting from this procedure shall be shared equally by the parties.

The arbitrator making a binding determination of a grievance has the authority to prescribe a compensatory award to implement the decision.

The parties shall mutually agree upon a panel of three or more arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a given case or cases. When a member of the panel is unable to serve, another member shall then serve by random selection. Each member of the panel serves by mutual agreement of the State and the UNION and may be removed at any time by either party through written notice to the other. In the event it is necessary for the parties to select a new panel member, and the parties are unable to agree on such new panel member, an ad hoc replacement arbitrator shall be selected on a case-by-case basis under the selection procedure of PERC. Such selection procedure shall also be utilized in the event of a failure of the parties to agree upon a new panel.

E. 1. Matters pertaining to appointment, promotion or non-reappointment shall be grievable under this agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article II, or denial of academic freedom in violation of Article V, or violation of appointment, promotion or reappointment procedure specified in Articles XIV and XIII, or applicable written college procedures (except as provided in E. 3. below). In all such cases the burden of proof shall be upon the grievant. In no case may an arbitrator recommend appointment, promotion or reappointment of a grievant. Rather, where appropriate, the remedy shall be to remand the matter to the proper level of the involved College for reconsideration of the matter and elimination of defects in the procedural process or elimination of impropriety in the decision making process.

2. Where a matter is remanded pursuant to subparagraph 1. above, the arbitrator may, where appropriate, direct that the President of the College, in consultation with the UNION, appoint an ad hoc review committee to substitute for any individual or committee which had been involved in the previous promotion or reappointment action. The purpose of such ad hoc committee will be for the purpose of reconsidering the involved matter and elimination of defects in the procedural process or elimination of impropriety in the decision making process and to make recommendations on the merits of the involved promotion or reappointment matter to the President or intermediate levels prior to the President.

3. Merit awards shall be grievable under this Agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article II of the Agreement. In all such cases, the burden of proof shall be upon the grievant.

In no case may an arbitrator recommend a merit award be given to an individual. Rather, where appropriate, the remedy shall be to remand the matter to the proper level of the involved College for reconsideration of the matter and elimination of impropriety in the decision making process. No personnel actions involving punitive procedures shall be based on, or in any way use, the results of the merit award program.

4. The discharge or suspension of employees during the term of a one year appointment or reappointment shall be grievable to advisory arbitration, and in the event the involved employee files a grievance, the burden of proving good cause for the discharge or suspension shall be upon the College.

5. Employees serving under multi-year contracts may grieve notice of non-renewal on the basis of lack of good cause. The arbitrator may direct the withdrawal of the notice of non-renewal or other appropriate remedy.

F. Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of employees protected by such laws shall not be grievable under this Agreement.

G. Time Limits

1. A grievance must be filed at Step One within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred or forty-five (45) calendar days from the date on which the individual employee should reasonably have known of its occurrence.

2. In the event that the time limitations imposed under Steps One and Two above as to discussion, hearing and decision are not complied with, the grievance shall, upon request, be moved to the next highest step.

3. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at, or moved to, Step Two without a hearing at a lower step.

4. Where a grievance directly concerns and is shared by more than one employee, such group grievance may properly be initiated at Step Two if such step is the first level of supervision common to the several grievants.

5. Claims of violation of procedure by any promotion or retention committee must have been reported to the President of the College by the individual grievant within fourteen (14) days from the date on which such claimed violation took place or fourteen (14) days from the date on which the individual grievant should have reasonably known of its occurrence. In the event of failure to report the occurrence within such fourteen (14) day period, the matter may not be raised in any later grievance contesting the validity of such committee's recommendation or any action based thereon.

6. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the forty-five (45) day period provided in Section G. 1. above, except that payroll errors and related matters shall be corrected to date of error.

7. Time limits provided for in this Article may be extended by mutual agreement of the parties at the level involved.

8. If, at any step in the grievance procedure, the STATE's decision is not appealed within the appropriate time limits, such grievance will be considered closed and there shall be no further review or appeal.

H. Nothing in this Article shall be construed as compelling the UNION to submit a grievance to arbitration.

I. No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

J. Grievance records shall not be part of the personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.

ARTICLE VIII

UNION EMPLOYER INFORMATION EXCHANGE

A. The UNION agrees to furnish to the Department a complete list of all officers and representatives of the UNION, including titles, addresses and designation of responsibility, and to keep such list current. The same information with respect to Local UNION officers must be provided by the Local UNION to the College President. The UNION will also provide copies of its constitution and by-laws or other governing articles and will keep these current.

B. The Department agrees to furnish to the UNION a complete list of all professional Department employees, including titles, and to keep such list current. The Department further agrees to furnish to the UNION the names and addresses of all members of the Board of Higher Education and all individual College Boards of Trustees falling within lawful jurisdiction of the Department and to keep this list current.

C. The STATE, the Department and College Administrations agree to furnish to the UNION in response to written requests and within a reasonable time, which where practicable will not exceed fifteen (15) work days, information which is relevant and necessary to the negotiating of subsequent agreements; and to furnish a semi-annual register of personnel covered by this Agreement with their home addresses and department or other academic unit wherein such personnel are employed; and to furnish all publicly available information including published agendas and minutes of the Board of Higher Education and Boards of Trustees proceedings, published texts of resolutions and special reports affecting higher education; budgets and such other relevant publicly available information that shall assist the UNION in developing intelligent, accurate, informed, and constructive programs.

D. Each College shall maintain in a central location a copy of all generally applicable rules, regulations and policies of the College which regulate the conduct or work obligation of employees. Each College shall make generally known such

central location and the hours during which employees may review the documents. Six (6) copies shall be provided to a designated representative of the Local UNION.

ARTICLE IX

UNION-BOARD RELATIONS

A. 1. The UNION shall be supplied a copy of the tentative agenda of all Board of Higher Education and College Boards of Trustees meetings, one week prior to the date for such meetings. Upon request of the UNION, a responsible administrative officer of the Department of Higher Education or the College shall be available to discuss agenda items at a mutually agreeable time prior to such meetings. Where the UNION makes specific request for written materials referred to in a tentative agenda item and where such material is not confidential or privileged and can be supplied in advance of the scheduled meeting within the policies of the Board of Higher Education or a Board of Trustees, such material will be provided.

2. A copy of the adopted minutes of public meetings of the Board of Higher Education and the Boards of Trustees and resolutions adopted at such meetings, including any documents incorporated by reference in such resolutions, shall be forwarded to the UNION within a week of adoption.

B. The UNION shall have the right through its Local UNIONS to designate an observer from each College, plus one additional person, to observe public budget hearings conducted by the Board of Higher Education, by any committee of the Board of Higher Education, or by the Department, concerning such College. The Local UNION shall have the right to designate a Local UNION observer, plus one additional person, to observe public budget hearings conducted by the Board of Trustees or any committee of the Board of Trustees of that College.

C. The UNION shall have the right to speak at all public sessions of the Board and local Boards of Trustees. A request for an allocation of time on the agenda will be processed in advance and consistent with procedures of the Boards. The UNION will be permitted to speak on any issue raised by a Board but not on the agenda. Allocation of time to speak shall be prior to final action by vote of a Board on the substantive issue under consideration. The UNION may raise an issue of an emergent nature provided it occurred subsequent to the time allowed for submission for placement on the agenda. In such an event the UNION shall be permitted to identify the issue, which a Board shall receive as introduced and either accept as current business or consider for future action.

D. The UNION shall have the right to appoint one employee observer to each college-wide committee of each State College, said observer being selected by a procedure established and administered by the UNION.

E. 1. The UNION shall have the right to appoint an observer to observe at all sessions, except executive sessions, of each "Master Plan" advisory committee. Such observer shall be selected by a procedure established and administered by the UNION.

2. The Department and the Colleges shall keep the UNION advised of any advisory committees which are set up to study aspects of higher education in New Jersey and of the purposes of such committees. Where any such committee includes unit employees, the UNION shall also have the right to appoint one observer to observe at all sessions except executive sessions. Said observers shall be selected by a procedure established and administered by the UNION.

F. Except for representatives designated by the UNION, employees serving on committees of the Department of Higher Education or the Colleges dealing with terms and conditions of employment shall not be considered to be representatives of the UNION, nor shall their views be construed to represent the views of the negotiating unit. This provision shall not be construed to limit the other functions of persons serving on such committees as a result of the operation of the governance process at any College.

ARTICLE X

UNION RIGHTS

A. The administration shall permit representatives of the UNION to transact official business on college campuses provided that this shall not interfere with or interrupt normal college operations.

B. Bulletin Boards

The UNION shall have the right to post UNION notices on college bulletin boards used for general purposes and/or those normally used to post notices to employees. The posting area on each bulletin board shall include up to fifty percent (50%) of the bulletin board but shall not exceed ten (10) square feet.

C. Distribution of Materials

The UNION shall have the right to use inter-office mail facilities to deliver mail within a college.

D. Space and Facilities

It is understood and agreed that, upon request, the administration will make available to the UNION an appropriate room for UNION meetings so long as such does not in any way interfere with the normal operation of the College. The administration shall also permit the UNION to use designated college equipment which may include typewriters, duplicating equipment, calculating machines and audio visual equipment at reasonable times when such equipment is not otherwise in use.

The UNION shall pay the actual cost to the College of all custodial maintenance and repairs and the materials and supplies incident to such uses, including postage and telephone charges.

E. The Local UNION President or other officer designated by the UNION shall be provided with a suitable private office on each campus. In addition to the equipment normally provided to employees, this office will have two additional chairs and an additional filing cabinet. Each of these offices will also have a typewriter and a telephone.

F. Whenever any representative of the UNION or any employee is mutually scheduled by the parties during working hours to participate in negotiations, grievance proceedings, conferences, or meetings, such employees shall suffer no loss in pay or benefits and shall not be required to make up time missed on an hour-for-hour basis (the latter provision shall not apply where permission to re-schedule a class is given.)

G. 1. The following UNION representatives shall be granted priority in choice of schedules:

a. President of the CNJSCL
b. Secretary of the CNJSCL
c. Vice President of the CNJSCL
d. Treasurer of the CNJSCL
e. Legislative Representative of the CNJSCL
f. The Presidents of each of the State College Locals
g. One UNION representative designated by the UNION on each campus.

In no case shall the number receiving priority in choice of schedule on any campus exceed three (3) nor shall more than one representative be selected from any academic department or equivalent unit at any College.

2. The President of the Council of New Jersey State College Locals, NJSFT-AFT, AFL-CIO and one UNION representative designated on each campus will be permitted to reduce his or her teaching load by one course per semester for a maximum of eight (8) credits per academic year, provided that the UNION reimburses the College for such reduction and released time at the applicable overload or adjunct rate and provided that arrangements are mutually agreed to between the President of the College and the UNION. Absent compelling reasons to the contrary, UNION requests for approval shall be honored by the College.

H. The academic calendar at each College shall be prepared in consultation with the Local UNION at such College. The Local UNION shall be given an opportunity to provide its views and a cooperative effort to resolve differences shall be made prior to the adoption of the calendar. Final responsibility for the academic calendar is a matter of academic judgment of each College's administration and Board of Trustees.

ARTICLE XI

EMPLOYEE RIGHTS

A. Meetings

Faculty or other employee meetings shall ordinarily be scheduled a week in advance during the normal hours of operation of the College. Special or emergency meetings may be called when required. Any such meetings shall not be scheduled with unreasonable frequency.

B. Textbooks and other teaching materials shall be selected by faculty members consistent with the resources, objectives and procedures of the department or equivalent academic unit and the academic program of the College.

C. 1. Whenever transportation is required as a part of the duties of an employee, the College shall prescribe the use of a college vehicle or the means of public transportation to be utilized or, with the agreement of the individual, the use of his or her private vehicle and will be responsible for indemnification for such sanctioned use pursuant to appropriate legislation. Employees who do not hold a current valid driver's licence shall not drive. The STATE shall reimburse the employee for such use of his or her private vehicle at the rate of eighteen (18) cents per mile or as changed pursuant to legislation.

2. Utilization and distribution of moneys budgeted to a College department or equivalent academic unit or library (the availability of which will be made known) to cover expenses for travel, meals, or lodging for attendance at professional improvement meetings, workshops, conferences and other approved functions shall be approved by a dean or his or her designee and be consistent with the regulations of the STATE, the Department and the College. Recommendations for such use shall be initiated by the department, equivalent academic unit or library. An individual employee within the department, equivalent academic unit or library shall initiate a request for use of such funds with the Chairperson or Supervisor, who shall keep the members of the department generally informed of recommendations made.

D. Summer Session Contracts

1. Provided there is no time conflict, employees shall have priority consideration in appointments to teach regular summer session courses within their individual competency, except in unusual circumstances.

2. Assignments to teach summer session courses shall be voluntary and consistent with normal college procedures. Summer session assignments shall be distributed on an equitable basis.

3. Colleges will send out written summer session assignment agreements to faculty by April 1, which must be returned by April 15. Additional assignments shall be offered as they become available. If an agreement is made to assign an employee to teach a summer session course which is cancelled, he or she shall have priority consideration for another available teaching or non-teaching assignment within his or her competency. If cancellation of a summer course assignment is likely, the affected employee shall be notified in advance.

4. For the purpose of this provision, persons scheduled to commence their initial faculty appointment at the beginning of the academic year following the summer session shall be considered faculty members.

5. Salary for summer session assignments shall generally be paid on a half session basis or for periods of three (3) weeks if the session is six (6) weeks or more, provided that the final payment shall not be made until the completion of the session.

6. The summer session rate per semester hour credit for State College employees shall be as follows:

Summer Session	1986	1987	1988
Professor	415	450	475
Associate Professor	395	430	455
Assistant Professor, Instructor, Librarian or Non-Teaching Professional	365	400	425

7. Employees who have not been reappointed for the succeeding academic year are not covered by the provisions of Section D. If an individual who is not reappointed for the succeeding academic year is given a summer session contract, he/she will be treated as an adjunct for the summer session and will have no rights under this Agreement as a summer session employee.

E. Employees shall be advised by public notice of courses within their individual competency which are being considered for assignment on an overload or adjunct basis. Employees shall be permitted a minimum of five (5) calendar days within which to apply to teach such course or courses on an overload basis except in unusual circumstances. The requirement as to the five (5) day announcement shall become inoperative seven (7) calendar days prior to the date classes commence. The balance of courses offered on an adjunct versus overload basis is an academic judgment to be made in consultation with the involved department.

F. Vacancies

1. If public notice of a vacancy within the unit is to be made, the College will inform the UNION in advance of such publication.

2. Where an employee applies for an open position, he or she shall be notified of the disposition of his or her application prior to publication of the name of the successful applicant.

G. Identification Cards

Employees shall be provided with official identification cards by the College at no cost to the employees.

H. Food Service

Employee dining facilities will be clearly designated. Where such facilities do not exist, the local UNION and the College will jointly endeavor to provide such facilities.

I. No employee shall be required to join or refrain from joining any organization as a condition of employment or retention.

J. Library Collections

There shall be no abridgement of access to library collections for reasons of content or suitability. This paragraph shall not be construed to interfere with sound principles of library management, such as the protection of rare or valuable materials.

Library acquisitions will be made on the basis of educational judgment and budgetary limitations and shall remain free of censorship.

K. Where available at the Colleges, parking privileges shall be provided to employees without charge (except at facilities financed by the Educational Facilities Authority). The assignment or location of parking places shall be resolved between the Local UNION and the College.

L. Where employees are required to attend ceremonial functions such as convocation or graduation, the wearing of academic regalia shall be at the option of the employee unless paid for or provided by the College.

M. Faculty members assigned to teach in intersessions, presessions or summer sessions occurring in the month of June shall be compensated for such assignments at the appropriate summer session rate, or the overload rate, whichever is higher. For the purposes of intersessions, pre-sessions or summer sessions occurring during the period September 1 to June 30, the limitation on voluntary teaching assignments for extra compensation in Article XII B. 3. shall not be applicable.

N. The Colleges will not abrogate the lawful rights of employees as to opening of their mail or the privacy of their offices or personal belongings.

ARTICLE XII

FACULTY RESPONSIBILITIES

A. Institutional responsibilities of the faculty shall include teaching responsibilities and other responsibilities as defined below. The basic academic year teaching load shall be assigned over thirty-two (32) weeks of instruction and shall occur during the period of payment which commences September 1 and ends on June 30, and may not exceed such thirty-two (32) week period unless otherwise agreed to by the concerned faculty member.

B. Teaching Responsibilities

1. The basic academic year teaching load shall be twenty-four (24) teaching credit hours. All overload shall be voluntary and overload rates shall be paid for all voluntary teaching assignments beyond twenty-four (24) teaching credit hours. No faculty member may be assigned more than fifteen (15) teaching credit hours per semester within load.

2. a. The teaching assignment of a faculty member shall not require more than three (3) different course preparations in any semester, except where it can be demonstrated that the course offerings and class sections in a department cannot reasonably be scheduled on this basis, or where a faculty member's schedule includes one or more two (2)-student-credit-hour-courses. Under such circumstances one additional course preparation may be assigned.

b. It is recognized that one-student-credit-hour courses and activities such as, but not limited to, supervision of or instruction in independent study, internships, practice teaching, studio or physical activity programs do not lend themselves to computation of numbers of preparations under subparagraph a. above. However, it is recognized that every effort will be made when assigning such activities to arrive at an overall assignment of responsibilities which substantially and equitably equates to the model set forth in subparagraph a.

Disputes concerning this subparagraph may be submitted to binding arbitration pursuant to Article VII. In the event that a violation is found, the remedy shall be the award of a payment equal to one overload credit for each additional preparation found to have been improperly imposed.

3. In any academic year, voluntary teaching assignments for extra compensation shall not exceed six (6) semester credit hours or two (2) courses, whichever is greater for any one (1) faculty member.

4. Overload compensation shall be at the following rates per teaching credit:

Fiscal Year	Rates Per Teaching Credit
1986-87	$390
1987-88	$410
1988-89	$430

5. **Definitions**

a. Student credit hours are defined as: The number of credit hours earned by a student successfully completing a given course.

b. Average weekly class hours are the total number of regularly scheduled class meeting hours for a course divided by the number of weeks in the program.

c. Teaching credit hours are defined as:

(1) When the number of regularly scheduled average weekly class hours equals the number of student credit hours, teaching credit hours shall equal student credit hours.

(2) When the number of regularly scheduled average weekly class hours is greater than the number of student credit hours, those class meetings typically designated as "laboratories" or "studios" shall be equated on the basis of two-thirds (2/3) of a teaching credit hour for each such class hour.

(3) When the number of average regularly scheduled weekly class hours is less than the number of student credit hours, teaching credit hours shall not be less than the number of average weekly class hours; and additional teaching credit hours may be granted, provided that the total does not exceed the number of student credit hours.

(4) The above provisions apply to normal sixteen (16) week semesters. For semesters of different lengths, the above formulae shall be applied on a pro rata basis.

6. Faculty members assigned duties involving modes of instruction other than classroom, such as, but not limited to, independent study, supervision of interships or practice teaching, or assigned to teach regulary scheduled courses for which collegiate credit is not granted, shall receive teaching credit hours for such activities according to the policies and practices currently in force at the respective Colleges unless specified otherwise in this Agreement.

a. In the event that any College makes an assignment of any activity covered herein for which there is no current practice or policy or intends to change a practice or policy, the College shall notify the Local UNION in writing of such

action and, upon written request of the Local UNION, the President shall designate an official of the College to consult with the Local UNION concerning the new or changed policy or practice. Such written request must be received by the President within thirty-one (31) days of the College's written notice to the Local UNION. The consultation shall be completed within thirty (30) days of the Local UNION's written request to the President, unless said time limitation is extended by mutual consent of the parties.

b. In the event that, after consultation, the Local UNION is of the opinion that the involved policy or practice is unreasonable, the Local UNION, within seven (7) calendar days, may request negotiation of those matters which it deems to be mandatorily negotiable. Disputes as to the negotiability of such matters shall be resolved in the manner prescribed by the New Jersey Employer-Employee Relations Act, as amended.

c. Nothing contained herein shall limit such authority as the College may have under law to direct that workload assignments be implemented during the pendency of consultation.

7. The specific assignments for student teaching shall be equitable in regard to travel time and distance. Disagreement concerning the teaching credit hour load for supervision of student teachers shall be resolved between the Local UNION and the College.

8. Reduction of teaching load for any faculty member, for any purpose, is a matter of academic/managerial judgment of the College. The President, or his or her designee, prior to the commencement of each semester, and prior to the allocation of reduction in teaching load resources to various purposes and individual faculty members, will consult with the UNION as to such allocations and the contemplated manner of selecting individual faculty members who will receive reduced loads. In the event that any faculty member feels that he or she is being treated in a inequitable manner in regard to reduction of teaching load, he or she may bring the matter to the attention of the President, who either in person or through a designee will conduct a prompt administrative review of the matter.

C. **Other Responsibilities**

Faculty responsibilities which have been traditionally performed by the faculty and are reasonable and consistent with sound academic practice shall be continued consistent with previous practice. Disagreements concerning their specific nature shall be resolved by the Local UNION and the College. These responsibilities shall be performed within the academic year, provided that assignments outside the thirty-two (32) weeks of instruction referred to above shall not be made individually or collectively on an inequitable basis.

D. The provisions of this Article shall not take effect for assignments made prior to the effective date of this Agreement.

E. **Outside Employment**

Reports on outside employment filed pursuant to the Board of Higher Education Code of Ethics, N.J.A.C. 9:2-10.1 et seq., will be kept and utilized in the following

manner.

1. The Outside Employment Report Forms will physically consist of two separable parts.

2. The top part of the form will contain the employee's name, social security number, college and serial number of the form. The bottom part will be detachable and contain the serial number of the form and information requested by the Department of Higher Education in accordance with the requirements of the Administrative Code concerning the employee's outside employment.

3. The two parts of the aforesaid form shall be separated by the employee and submitted separately by the employee to the College. The top part of each form submitted shall be maintained separately from the bottom part. However, when and if the College deems it necessary, it may retrieve the top part of the form and ascertain the name of the individual who filled out the form.

ARTICLE XIII

APPOINTMENT AND RETENTION OF EMPLOYEES

A. Appointment and reappointments of employees shall be made by the Board of Trustees of each College upon the recommendations of the President. Appointments and reappointments of employees are subject to the availability of funds and proper recording.

B. 1. When a prospective employee is offered initial appointment or reappointment he or she shall be provided with a letter of appointment or reappointment contract. The letter of appointment or reappointment contract shall include:

a. The name of the employing College

b. The dates for which the appointment or reappointment is effective

c. The title of the position

d. The salary rate

e. A list of the field or fields in which he or she is expected to teach or work.

2. Prospective initial appointees and reappointees shall also be provided with a copy of this Agreement and a copy of the local employee handbook, if any. When a prospective employee accepts his/her appointment, the College shall provide the UNION with such employee's name, address and telephone number.

3. Upon commencing employment, each new employee shall be provided with a copy of the current salary schedule.

C. Notice of reappointment or non-reappointment of employees governed under the tenure provisions of N.J.S.A. 18A:60-6, et seq., shall be given in writing not later than March 1 of the first and second academic years of service and not later than December 15 of the third, fourth and fifth years of service. When a faculty member is hired at mid-year, unless the individual is appointed to replace someone on leave or in a bona fide emergency, notice of reappointment or non-

reappointment for the next full academic year shall be given in writing not later than April 15.

D. Employees appointed to replace persons on leave or on bona fide emergencies shall be informed in their letter of appointment contracts that they will not be considered for reappointment; however, such employees shall be subject to normal evaluation procedures up to and including the first level of administrative review. Such appointments may be for one year or half year periods.

If an opening develops at the College for which the employee is eligible, he/she may apply, and the material developed in the aforesaid evaluation procedures will be considered along with any additional information the employee presents.

If employment extends beyond one (1) academic year, such employees will be on a normal contract and such employees will be considered for reappointment in the normal manner.

E. Employees other than those governed by paragraphs C. and D. above shall receive a minimum of one hundred and twenty (120) days written notice of non-reappointment if employed for less than two (2) full years at the time of giving of the notice and one hundred and ninety-five (195) days written notice of non-reappointment if employed for more than two (2) full years at the time of the giving of the notice.

F. A faculty member assigned full-time responsibility for one-half (½) of an academic year shall be paid one-half (½) of the academic year salary of the rank and step at which he or she has been hired and shall be accorded the privilege of faculty status.

G. Individual letter of appointment and reappointment contracts for employees shall be for a period of one (1) year except for a) normal one semester appointments made at mid-year, b) one semester appointments made pursuant to Section D. above, c) "multi-year contracts" as provided in N.J.S.A. 18A:60-6, et seq., as applied to non-teaching professionals, and d) initial appointments for a period of three years as provided in N.J.A.C. 9:6-3.4. Election of non-tenured Department Chairpersons shall not convey employment beyond the letter of appointment or reappointment contract in effect.

H. In the event an employee serving under a "multi-year contract" is given notice of non-renewal under the terms of N.J.S.A. 18A:60-6, et seq., at the request of the employee, the College giving such notice shall provide written reasons for its decision.

I. Employees serving under one (1) year appointments or reappointments who are notified of non-reappointment shall, at the written request of the employee, be provided with written reasons for such decision by the College.

J. The procedures for appointment and reappointment of employees utilized in the College, if universally applicable, or in the division, department or similar unit in which the employee is employed, shall be fairly and equitably applied to all candidates. The procedures shall provide for consideration based on criteria

established by the College, appropriate to the College and the work unit. The current and applicable procedures including a statement of such criteria shall be provided in written form for the understanding of all affected employees.

This provision shall not be construed as a waiver of the Colleges' right to appoint and reappoint, under procedures set by the Colleges, employees not included in the negotiating unit. The Colleges, however, recognize the value of peer consultation and except in unusual circumstances will consult with the involved department concerning the procedures to be used in any particular case.

A faculty member who is appointed at the College for three years upon initial hire will be subject to a performance review on an annual basis pursuant to normal reappointment review procedures in the normal evaluation cycle. Recommendations for reappointment will only be made during the third year evaluation process.

K. Final recommendations for appointment of employees governed under the tenure provisions of N.J.S.A. 18A:60-6, et seq., shall be made to the President no later than February 15 of the first and second academic years of service and not later than December 1 of the third, fourth and fifth academic years of service. Where practicable final recommendations shall be made for other employees on a similar time table.

L. Individual Letter of Appointment or Reappointment Contracts

Any individual letter of appointment or reappointment contract between a College Board of Trustees and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. Where such contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

M. Employees who are employed under a grant may be terminated during the term of their contracts if the grant money runs out by giving them sixty (60) days notice. This termination is not a retrenchment within the meaning of the Agreement, the Administrative Code, or Statutes, nor is it subject to such provisions. Such employees will be notified in their letter of appointment and reappointment contracts that their employment is contingent on continuation of grant funding.

ARTICLE XIV

PROMOTIONAL PROCEDURE

A. Faculty members whose qualifications meet or exceed the requirements for a higher academic rank as set forth in Appendix IV shall be eligible for promotional consideration to that rank.

B. An eligible faculty member may make written application for promotional consideration on or before November 1. The application may be accompanied by any substantiating documentation which the individual cares to submit. Nomination of a faculty member for promotional consideration may be made by other than the individual.

C. The procedures for promotional consideration utilized in the College, if universally applicable, or in the division, department or similar unit in which the faculty member is employed, shall be fairly and equitably applied to all applicants and nominees. The procedures shall provide for consideration based on criteria established by the College, appropriate to the College and the work unit. The current and applicable procedures, including a statement of such criteria, shall be provided in written form for the understanding of all affected faculty members.

This provision shall not be construed as a waiver of the Colleges' right to promote, under procedures set by the Colleges, employees not included in the negotiating unit. The Colleges, however, recognize the value of peer consultation and except in unusual circumstances will consult with the involved department concerning the procedures to be used in any particular case.

D. At each College the committee charged with the final evaluation of promotion applications will be informed by the President or his or her designee of the number of promotions available at the various ranks for that unit or the College as a whole, and will submit its recommendations to the President or his or her designee. Should the President decide to make a recommendation for promotion to the Board of Trustees which is inconsistent with the recommendation of the final committee, he or she shall provide the committee with his or her reasons for that action.

E. Final recommendations shall be made to the President on or before February 1 and shall include all pertinent information concerning the applicant.

F. The final recommendations shall be made known to any applicant or nominee in writing within two (2) days after submission to the President.

G. Within seven (7) days after receipt of the final recommendation to the President a faculty member may initiate a grievance at Step One concerning the application based on an allegation that, after timely filing of his or her application, the promotional procedure was violated or that there was a breach of the rights of the faculty member set forth in Article II concerning discrimination or in Article V concerning academic freedom. Such a claim, if sustained, will result in reprocessing of the application on an expedited basis. A final recommendation in such case shall be made to the President not later than March 1.

H. Recommendations of the President to the Board of Trustees and the decisions of the Board shall be delivered in writing to the candidate by March 15.

I. The promotional salary increase shall be at least equivalent to an increment in the salary range from which the faculty member has been promoted and shall be to a step in the range appropriate to the new academic rank effective in the next academic year.

J. The dates established in this Article for the promotional process may be changed by local agreement.

ARTICLE XV

RESIGNATION, REASSIGNMENTS, RETIREMENT

A. Resignation

Employees have an obligation in the matter of resignation. Except in the case of resignation for health or other reasons beyond the control of the employee, it is expected that he or she shall continue to serve until the completion of the academic year or for the term of his or her appointment.

B. Reassignments

1. If a reassignment is to be made between departments of a College, each individual department shall be consulted regarding relevant departmental matters. The College shall then determine which individuals are qualified for reassignment and provide them with an opportunity to apply. The College will reassign one of the qualified applicants. If none of the qualified employees apply for reassignment, the College may reassign one of the qualified individuals on an involuntary basis.

2. The employee who is reassigned involuntarily shall be given one semester's advance notice except in unusual circumstances, but in no event shall an employee be given less than forty-five (45) days' notice.

3. An employee who has been involuntarily reassigned shall be given priority consideration for Career Development funds when such assistance is warranted in making a transition.

C. Retirement

Employees shall be retired no later than June 30 of the College year during which they become seventy (70) years of age, or earlier at their option, except as otherwise provided by statute. Conditions of retirement are set forth in the statutes governing the Teachers Pension and Annuity Fund, the Alternate Benefit Plan, or the Public Employees Retirement System, as may apply.

ARTICLE XVI

NON-TEACHING PROFESSIONALS

A. 1. This Article shall apply to all members of the unit except teaching faculty, librarians, Demonstration Teachers and Teachers - A. Harry Moore School.

2. Whenever a new title is created, or an existing title is changed in the unclassified service in the State Colleges, the State shall assign to such title a unit designation, if appropriate. The State will notify the UNION in writing of such unit designation or elimination of title from the negotiations unit thirty (30) days prior to the effective date thereof. Upon request, the State will provide the UNION with a job specification, where available, if there is a reasonable basis to believe that the title should be included in the unit. If requested in writing, the State will discuss any such designation with the UNION. In the event the parties cannot reach agreement following such discussions, the dispute may only be submitted to the Public Employment Relations Commission for resolution consistent with its rules and regulations..

B. 1. The normal scheduled hours of work shall not involve split shifts.

2. Employees who are released from their regular duties to attend work-associated meetings and conferences, to participate in UNION activities as provided in Article X F., or to participate in professional improvement programs which include, but are not limited to, activities such as courses and seminars, shall not be required to make up the time missed.

C. Reassignment

1. Reassignment is the movement of an employee from one job assignment to another within such employee's job classification into another unit or department of the College.

2. When an employee is reassigned, such employee's salary shall not be reduced below that which he/she would have received had he/she continued his/her original position during the period of the employee's current employment contract.

D. Out-of-Title Work

1. Employees shall be assigned work appropriate to and within their job description as prescribed by the College.

2. The practice of assigning out-of-title work to employees on other than an incidental basis shall be avoided. Instances of out-of-title work identified by the UNION and formally brought to the attention of the College shall be corrected immediately or by phasing out such assignment at the earliest time, which shall in any case be no later than ninety (90) days from the time of notification by the UNION. Any dispute as to whether the work is within the job description pertaining to the employee(s) involved shall be resolved by appeal to the Department of Civil Service. Any dispute concerning the phasing-out period shall be resolved through the grievance procedure.

3. Where out-of-title work assignments are made for longer than one (1) month, employees deemed capable of performing the work, where available, shall be given the opportunity to assume such higher out-of-title work in the work unit and shall have the right to refuse such assignments based on job classification seniority. Where such assignments are readily identifiable by the College, the eligible employees concerned shall be notified and a copy of the notification shall be given to the UNION.

E. Promotions and Reclassification

1. Professional staff are eligible for a promotion which occurs when there is a vacancy at a higher level for which they are qualified. A substantial increase in job responsibilities in an existing position held by an employee may make the position eligible for a position reclassification review.

2. Announcements, Applications, Recommendations

a. Announcement by the President or designee of the intention to fill a position vacancy shall activate the promotional process.

b. The President or designee will indicate whether applicants for the vacancy will be recruited only internally or whether there will be simultaneous

internal/external recruitment. If there is a determination that the applicants will be recruited only internally, the position announcement will so indicate. An initial decision that applicants will be recruited only internally shall not later preclude the College, after reviewing the internal applicants, from advertising the position externally.

c. The announcement of the position vacancy will include a description of the position, expected educational and professional requirements, the salary range for the position and the name of the appropriate administrator who will receive applications from interested internal candidates.

d. The announcement of the position vacancy will be posted for a period of at least five (5) working days on bulletin boards where personnel notices are normally placed and will be included in the house organ. At the time the position announcement is posted a copy will be sent to the local Union President.

e. Professional staff may apply for an announced position vacancy within the time specified on the position announcement. The application may be accompanied by any substantiating documentation which the individual cares to submit.

f. All qualified internal candidates will receive an interview for the position vacancy.

g. Each internal candidate will be notified in writing of the President's or designee's decision with respect to his or her candidacy. This decision will indicate: 1) that the applicant has been offered the position, or 2) that the applicant has not been offered the position, or 3) that the position will now be advertised externally and he or she will continue to be considered for the position together with external candidates.

h. All promotions are subject to the affirmative recommendation of the President and the approval of the Board of Trustees, the Department of Civil Service and the Division of Budget and Accounting.

i. The applicable promotional procedures shall be fairly and equitably applied to all internal candidates.

j. Article VII of the Agreement shall apply to this Article under the same terms and limitations as such Article applies to faculty promotions.

3. Professional staff may apply to the first level non-unit supervisor for a position reclassification whenever there is a substantial increase in their job responsibilities.

F. When an employee is promoted or reclassified, the employee shall receive a salary increase consistent with Civil Service regulations.

G. Staff Meetings

There shall be periodic staff meetings with the appropriate unit director. Professional staff members may suggest items for inclusion on the agenda of such meeting.

H. Each professional staff position shall have a job description.

I. Advance for Travel

Consistent with the travel regulations, employees shall be given advance payment for the anticipated expenses of authorized travel on College business. Upon completion of such business the employee shall follow normal expense reimbursement submission procedures which will be processed by the College within twenty-one (21) days if properly filled out and authorized. Employees shall be reimbursed for travel expenses within thirty (30) days of initiation of submission procedures.

J. The rules and regulations governing job reclassification and job reevaluations shall be available for review in the College Personnel Office. If and when a new handbook is published at any College, such rules and regulations shall be included therein.

K. With the approval of the appropriate supervisor, qualified professional staff may be permitted to teach courses on an overload basis, if such teaching does not interfere with the primary responsibility of the individual and if it does not violate the provision of Article XII B.3. and 4. and Article XI D. Such permission shall not be arbitrarily or capriciously withheld.

L. In addition to participating in the Career Development Program as set forth in Appendix II, professional staff may make application for paid leave of up to one semester for the purpose of personal development aimed at improving professional skills mutually beneficial to the College and the employee. These leaves shall be funded at three-quarters (3/4) salary. There shall be a state-wide total of twenty-four (24) such leaves in each fiscal year of the Agreement. There shall be no carry-over of such leaves from one fiscal year to another.

After consultation with the Local UNION, the College will publish the criteria for the standards by which the proposals will be reviewed and approved.

Each applicant will submit a written proposal to the appropriate supervisor, who will review it and make a recommendation to the unit director. The director will in turn submit the supervisor's recommendation and the director's own independent recommendations to the President or designee thereof, who may approve or disapprove the proposal, or accept it in modified form.

ARTICLE XVII

LIBRARIANS

A. Initial Appointments

1. The initiation and coordination of search activities for prospective new appointees to the library shall be the responsibility of the Director or his or her designee, who shall keep the Personnel Committee informed of these activities. The Director may discuss with the Personnel Committee the professional criteria to be fulfilled by any candidates, and may request that the Personnel Committee interview candidates.

2. If the Committee is requested by the Director to interview candidates, the Committee and the Director shall cooperate in arrangements for personal interviews. No travel expenses will be authorized without the prior approval of the College official responsible for such matters in the normal course of College procedures.

3. If the Committee is requested to review the pool of candidates, the Committee shall transmit its recommendations to the Director who shall transmit the Committee's recommendations, along with the Director's own recommendation, to the appropriate Vice President and the President for ultimate recommendation to the Board of Trustees.

B. Promotions

1. Announcement by the President of the availability of a promotion to Librarian II or Librarian I shall activate the promotion and Personnel Committee process. The President shall indicate in his or her announcement whether the available promotion or promotions may be considered upon the basis of personal growth or whether the available promotion or promotions are to fill a particular need in the library.

2. Promotions which may be considered on the basis of personal growth, if any, will be announced at the same time as the announcement of available faculty promotions are made. Available structural promotions will be announced as deemed necessary by the President.

3. Librarians whose qualifications meet or exceed the requirements for Librarian II or Librarian I may apply for announced growth promotions by November 1, and for announced structural promotions within the time specified in the announcement. The application may be accompanied by any substantiating documentation which the individual cares to submit. Nomination of a librarian for promotional consideration may be made by other than the individual.

4. The Personnel Committee's recommendations on any promotion or promotions shall be in rank order from the highest (number 1) to lowest. There shall be separate lists ranking candidates for each available structual promotion. There shall be one overall list ranking all candidates for any available growth promotions. The final recommendations of the Personnel Committee shall be made to the Director on or before February 1 for any available growth promotions and within thirty (30) days of the application closing date for structural promotions. The requirements that there be a ranking may be waived by local agreement.

5. Article VII of this Agreement shall apply to this Article under the same terms and limitations as such Article applies to faculty promotions. Article XIV G. shall also apply.

6. All promotions are subject to the affirmative recommendation of the President and the approval of the Board of Trustees, the Department of Civil Service, and the Division of Budget and Accounting.

C. **Concurrent Academic Rank**

The following are the rank equivalencies for Librarians I, II and III:

State College Payroll Title	Concurrent Academic Rank
Librarian I	Assistant Professor in the Library
Librarian II	Assistant Professor in the Library
Librarian III	Instructor in the Library

D. **Library Personnel Committee**

1. Each College shall establish a Library Personnel Committee consisting of librarians included in the negotiations unit, elected by such librarians. As a matter of local agreement between each Local UNION and each College, such Personnel Committee may include the Director of the Library or his or her designee as a non-voting member of such Personnel Committee.

2. The Personnel Committee shall evaluate librarians within the negotiating unit for reappointment or promotion within the negotiating unit and such recommendations shall be made to the Director of the Library, who will in turn submit the recommendations of the Committee and the Director's own independent evaluations and recommendations, if any, to the appropriate Vice President and the President for ultimate recommendation to the Board of Trustees.

E. **Staff Meetings**

There shall be, at minimum, quarterly staff meetings of librarians in the negotiating unit and other professionals assigned to the library with the Director of the Library to inform, consult and advise on matters of concern to the library. Such unit members may suggest items for inclusion on the agenda of such meetings. Such matters of concern may include discussion of the general structure of the library.

F. **Change in Status, Librarians**

1. a. Librarians may make written application to the President of the College, or his or her designee, for a one-year change in status from twelve-month employment to ten-month employment.

2. Such application shall be made by May 1 of the fiscal year prior to the year in which the change is requested. The President may approve the change in status, at his or her discretion, based upon the needs and work pattern of the library, and such approval shall not be unreasonably withheld.

3. In the event the change in status is approved, the employee shall be off the payroll from July 1 to August 31 of the fiscal year following the request. The employee will return to the payroll upon reporting on September 1.

4. Accrued vacation time or sick leave may not be utilized during the period when the employee is off the payroll.

G. The scheduled hours for librarians shall not involve split work periods, other than those provided for meals, except as may be required by unanticipated needs or for periods of special activity.

H. Employees who are released from their regular duties to attend work-associated meetings and conferences, or who participate in union activities as

provided in Article X F., or who participate in professional improvement programs which include but are not limited to activities such as courses and seminars, shall not be required to make up the time missed.

I. With the approval of the appropriate supervisor, qualified Librarians may be permitted to teach courses on an overload basis if such teaching does not interfere with the primary responsibility of the individual and if it does not violate the provisions of Article XII B. 3 and 4, and Article XI D. Such permission shall not be arbitrarily or capriciously withheld.

ARTICLE XVIII

DEPARTMENT CHAIRPERSONS

A. Department Chairpersons shall be elected by the members of the department and appointed by the President and shall serve for a term of three (3) academic years. Prior to the initiation of this process, the President or his/her designee shall meet with a committee of the department to address concerns, if any, regarding the departmental procedures, and to consult concerning the criteria for selection. In the event individuals from outside the department are to be nominated, the Faculty Committee and all voting members of the department shall be provided with comprehensive, relevant information regarding those candidates' qualifications.

B. In the event that the President rejects an elected individual, the President or his/her designee must deliver his/her reasons, either formally in writing or informally in person, to the department at a meeting called for that purpose. The department will then hold another election as soon as practicable.

C. The Faculty Committee referred to above shall consist of five (5) members of the involved department elected by the membership of the department, unless the involved department consists of five (5) or fewer members, in which case the Faculty Committee shall consist of all the members of the involved department.

D. Those department chairpersons serving as of the date of the execution of this Agreement shall complete their term. Terms of office begin on July 1. Elections occur in the spring of the preceding academic year and shall normally be completed by April 30.

E. Nothing contained herein shall be construed to limit the right of a President to appoint an acting department chairperson pending the completion of the procedures set forth.

F. This Article does not apply to Thomas A. Edison State College and Stockton State College.

ARTICLE XIX

HEALTH BENEFITS PROGRAM, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, EYE CARE PROGRAM AND MAINTENANCE OF BENEFITS

A. 1. The STATE Health Benefits Program is applicable to employees covered by this Agreement.

The STATE Health Benefits Program includes Blue Cross/Blue Shield (Rider J) and Major Medical Coverage. The cost of such coverage is paid by the STATE for eligible employees and dependents. Employees will be issued Blue Cross/Blue Shield identification cards. The Program incorporates the Blue Shield " Series 1420" plan relating to surgical fee schedules. Eligibility requirements and administrative procedures are governed exclusively by the STATE Health Benefits Commission.

2. Pursuant to N.J.S.A. 26:2J-1, et seq., employees may opt to receive medical coverage from approved Health Maintenance Organizations, when available, in lieu of the normal coverage under the STATE Health Benefits Program. Eligibility requirements and administrative procedures are governed exclusively by the STATE Health Benefits Commission. Under the applicable law, the STATE shall not make a contribution for any employee greater than the contribution which would otherwise be made to the STATE Health Benefits Program. Therefore, as determined by the Health Benefits Commission, employees opting to participate in a Health Maintenance Organization will be required to contribute the difference in the cost of such participation.

3. The STATE will extend to a maximum period of ninety (90) days the health insurance coverage for eligible employees and their covered dependents enrolled in the STATE Health Benefits Program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted an approved sick leave without pay with the STATE paying the cost.

In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employees may still prepay Health Benefits premiums at the group rate provided to the STATE for the coverage provided in paragraph 1. for the next two hundred seventy (270) days of the approved leave of absence following the period of ninety (90) days paid for by the STATE as provided in the paragraph above.

B. Prescription Drug Program

Subject to the conditions outlined in Article XXI (Salary Program), it is agreed that the STATE shall continue the Prescription Drug Benefit Program during the period of this Agreement. The Program shall be funded and administered by the STATE. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the STATE from funds provided for the Program subject to a deductible provision which shall not exceed $3.50 per prescription or renewal of such prescription unless otherwise provided by legislation and shall be subject to specific procedural and administrative rules and regulations which are part of the Program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the Program and a brochure describing the details of the Program. It is further agreed that the brochure shall incorporate on

its title page the joint STATE and UNION initiatives and participation in this Program. The authorization and identification card shall include the UNION identification and emblem(s). The UNION shall have the opportunity to attach an explanatory letter when such cards are delivered to the employees.

C. Dental Care Program

Subject to the conditions outlined in Article XXI (Salary Program), it is agreed that the STATE shall continue the Dental Care Program during the period of this Agreement. The program shall be administered by the STATE and shall provide benefits to all eligible full-time unit employees and their eligible dependents.

Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly salary deduction not to exceed 50% of the cost of the type of coverage elected; e.g., individual employee only, husband and wife, parent and child or family coverage.

There shall be only one opportunity for each eligible employee to enroll and elect the type of coverage desired, and, once enrolled, continued participation shall be mandatory.

Each employee shall be provided with a brochure describing the details of the Program and enrollment information and the required forms.

Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

Employees have, in addition to the program outlined above, an option to participate in one of the current Group Dental Programs that provide services through specific Dental clinics and which will continue during the term of this agreement with the understanding that the providers comply with their contractual obligations to the State. Participation in any of the various Group Dental programs shall be voluntary with a condition that each participating employee authorize a bi-weekly salary deduction not to exceed 50 percent of the cost of the coverage for a one year period. Employees will be able to enroll in only one of the available programs or in no program at all.

D. Eye Care Program

Subject to the conditions outlined in Article XXI (Salary Program), it is agreed that the STATE shall continue the Eye Care Program during the period of this Agreement. The Program shall be administered by the STATE and shall provide benefits to all eligible full-time unit employees and their eligible dependents (spouse and unmarried children under twenty-three (23) years of age who live with the employee in a regular parent-child relationship). The extension of benefits to eligible dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

The Program shall provide for eligible full-time employees and eligible dependents as defined above to receive a $35 payment for prescription eyeglasses with regular lenses and a $40 payment for such glasses with bifocal lenses.

Full time employees and eligible dependents as defined above shall also be eligible for a maximum payment of $35 or the cost, whichever is less, of an eye examination by an Opthamologist or an Optometrist.

Proper affidavit and submission of receipts are required of the employee in order to receive payment. Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during each of the two fiscal periods, namely, July 1, 1985 to June 30, 1987 and July 1, 1987 to June 30, 1989.

The forms to be filled out by the employee for payment shall identify both the STATE and the Union, but shall be submitted directly to the STATE.

E. Maintenance of Benefits

The fringe benefits heretofore provided to employees in this negotiating unit, such as the Health Benefit Program, Life Insurance, and the like, shall remain in effect without diminution during the term of this Agreement unless otherwise modified herein.

This Agreement is not intended to diminish the salary now paid to an employee who continues in the employment of the STATE whose status continues unchanged.

ARTICLE XX

COMPENSATION FOR OUTSIDE-FUNDED ACTIVITIES

A. In the event that a College offers academic programs or services which are funded from sources other than those specifically provided for the College in any STATE appropriations act, or in the event that the College approves acceptance of a grant initiated by an employee, the President of the College will allow each authorized employee to receive compensation therefrom up to twenty-five percent (25%) of his or her regular salary or $3,500, whichever is greater, provided, however, that these monetary limitations shall include any additional compensation earned through additional teaching assignments within the limits of Article XII B. 3. and Article XVI K. and any other compensation earned through the College, except compensation earned through the College for teaching assignments covered by Article XI M.

B. Compensation for work described in paragraph A. above may not exceed the amount of moneys provided to the College from funding sources for salaries or the amount or rate of compensation established in funding guidelines.

C. Where compensation is received by an employee for employment under academic programs or services which are funded from sources other than those specifically provided for the State College in any STATE annual appropriations act, such compensation shall be at the rate established for overload compensation or at a higher rate, at the option of the STATE. The STATE shall not unreasonably deny an employee a rate of compensation higher than the overload rate where outside funds are available for such purpose.

D. Notwithstanding paragraph A. above, nothing herein shall be construed to limit the discretion of the College to assign released time to an employee either in lieu of, or in combination with, the compensation set forth in paragraph A. above. Released time is not limited by the monetary limitations set forth under paragraph A. above.

E. Prior to submission of a grant application to a granting agency, the President or his or her designee shall indicate to the involved employee whether or not the College intends to utilize released time in connection with the grant, if approved by the granting agency and accepted by the College. The College shall not reserve this option in all grant applications but rather shall exercise independent case by case judgment. The College may, after discussion with the involved employee, eliminate the released time and substitute compensation in accord with this Article. If the President indicates that overload compensation is to be utilized, he or she shall also indicate the anticipated rate thereof prior to the submission of the grant application.

F. Nothing herein shall be construed to limit the discretion of the College to accept or reject any outside-funded program or service or any grant.

ARTICLE XXI

SALARY AND FRINGE BENEFIT AGREEMENT FOR JULY 1, 1986 to JUNE 30, 1989

A. 1. All salary adjustments will be made consistent with the provisions, practices and policies of the STATE and in accordance with the STATE Compensation Plan effective at the time.

2. Subject to the STATE Legislature enacting appropriations of funds for these specific purposes, the STATE agrees to provide the following benefits effective at the time stated herein or, if later, within a reasonable time after enactment of the appropriation.

a. There shall be a six percent (6%) across the board increase applied to current base salary effective in the sixth pay period of fiscal year 1986-87 (beginning 9/13/86) for 12 month employees and in the ninth pay period of fiscal year 1986-87 (beginning 10/23/86) for 10 month employees.

b. There shall be a five percent (5%) across the board increase applied to the then current base salary effective in the sixth pay period of fiscal year 1987-88 for 12 month employees and in the ninth pay period of fiscal year 1987-88 for 10 month employees.

c. There shall be a five percent (5%) across the board increase applied to the then current base salary effective in the sixth pay period of fiscal year 1988-89 for 12 month employees and in the ninth pay period of fiscal year 1988-89 for 10 month employees.

The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

d. Employees who are in red circled positions beyond the upper limit of their current salary range shall receive the increases set forth in a., b. and c. above.

e. Normal increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the term of this Agreement.

f. Employees who have been at the eighth step of the same range for 18 months or longer shall be eligible for movement to the ninth step providing their performance warrants this salary adjustment.

g. The Health Benefits Program, Dental Care Program, Eye Care Program and Prescription Drug Program shall be continued during the period of this Agreement for full time employees and eligible dependents within the requirements and conditions specified in such programs (the details are described in Article XIX of the Agreement) except that the co-payment for the Prescription Drug Program shall be in keeping with the legislative appropriation and the payments under the Eye Care Program shall be increased by $10.00. The current rates for the Eye Care Program are set forth under Article XIX D.

h. The STATE shall fund the Tuition Reimbursement Program and Career Development Program set forth in Article XXVI and Appendix II at $250,000 for fiscal year 1986-1987, $300,000 for fiscal year 1987-1988 and $300,000 for fiscal year 1988-1989, which will be apportioned among the Colleges according to the number of members of the bargaining unit at each College as of the close of the preceding fiscal year. In each fiscal year a minimum of $60,000 of said funds shall be reserved for the Tuition Reimbursement Program as set forth in Article XXVI. Any unused Tuition Reimbursement monies shall revert to the Career Development Program.

i. There will be a Special Merit Award Program for fiscal years 1986-87, 1987-88, and 1988-89. This Program will be funded at $500,000 for each year, which will be apportioned among the Colleges according to the number of members of the bargaining unit at each College as of the close of the preceding fiscal year. The criteria that will be utilized in assessing these qualalifications of eligible employees will be established by the STATE. Procedures for merit award consideration previously utilized will be followed during the term of this Agreement. The first level of consideration shall be a committee, which shall be appointed by the President or his or her designee. The UNION may have representation on the committee if it chooses to participate. At each College, the UNION may, within thirty (30) days of the signing of this Agreement, notify the College President that the UNION wishes to participate on the committee if it has not done so in the past. The UNION representative(s) shall be chosen by the UNION. The applicable procedures and a statement of the criteria shall be provided in written form for the understanding of all affected employees. Special Merit Awards will be made after May 1 of each year of the Agreement and shall be

made as one-time cash payments not included in base salary. The number and the amount of the awards will be determined by the STATE.

In addition, three (3) employees at Thomas A. Edison State College and twelve (12) employees at each of the other eight State Colleges shall receive special increments during the first year of the Agreement. Said increments shall be in addition to any other increments to which the employees may be entitled. Eligible candidates shall include faculty members eligible for promotion, librarians and non-teaching professional staff. Existing promotional procedures will be utilized for the award of these increments to faculty and librarians. The existing procedure for making merit awards shall be utilized for awarding these increments to non-teaching professional staff, except that the timetable shall be advanced to coincide with the faculty promotion timetable. Additionally, within thirty (30) days of the signing of this Agreement, each Local UNION may notify the College as to whether a non-teaching professional staff member will be added to the merit committee for the purpose of making recommendations for the award of special increments. After receiving the recommendaions regarding the candidates in all categories, the President of each College shall make his/her decision concerning the recipients of special increments. At each College, at least one (1) librarian or non-teaching professional shall receive a special increment. Increments will be awarded effective July 5, 1986 for 12 month employees and September 1, 1986 for 10 month employees.

If the employee awarded a special increment is at Step 9 of his or her salary range, the employee shall be moved to a hypothetical Step 10 at red circled rates. If receipt of a special increment places an employee at Step 9, the employee shall be advanced to a hypothetical Step 10 at red circle rates at the time the employee would otherwise have been eligible to advance to Step 9.

The aforesaid special increments shall be funded from funds allocated to the Special Merit Award Program. If more than $100,000 is required in any fiscal year of the Agreement, the STATE shall have the option of making additional funds available to provide up $400,000 for special merit awards.

B. The parties to the Agreement understand that the public services provided to the citizenry of the STATE of New Jersey require a continuing cooperative effort, particularly during this period of severe fiscal constraints. They hereby pledge themselves to achieve the highest level of services by jointly endorsing a concept of intensive productivity improvements, which may assist in realizing that objective.

ARTICLE XXII

VACATION - SICK LEAVE

A. Definitions: Unless otherwise indicated, whenever used in this Article:

1. The term "full year employee" shall mean an employee having a twelve-month professional obligation.

2. The term "ten-month employee" (September 1 to June 30) shall mean any employee other than a full year employee.

B. Vacation Leave

1. Full Year Employees

Full Year employees, other than those serving in the titles of Demonstration Teacher, Teacher - A. Harry Moore School, Instructor, Assistant Professor, Associate Professor, Professor, or Distinguished Professor, shall accrue one and one-half (1½) days of vacation credit for each full month of service from the date of appointment through December 31 of the year in which the appointment occurs. For each succeeding calendar year following the year in which initial appointment occurred, said employees shall accrue twenty-two (22) days vacation credit.

2. Ten-Month Employees

Ten-Month employees, other than those serving in the titles of Demonstration Teacher, Teacher - A. Harry Moore School, Instructor, Assistant Professor, Associate Professor, Professor or Distinguished Professor, shall accrue one and one-half (1½) days vacation credit for each full month of service from the date of appointment through December 31 of the year in which the appointment occurs. For each succeeding calendar year following the year in which the appointment occurred, said employees shall accrue eighteen (18) days vacation credit.

3. General

a. For the purpose of vacation credit computation, twenty (20) work days within a calendar month shall equal a full month of service.

b. A maximum of one (1) full year vacation credit may be carried over to the next calendar year with the approval of the President or his or her designee.

c. Upon termination, employees shall be entitled to unused earned vacation allowance for the current year, prorated upon the number of months worked in the calendar year in which the termination takes place, and any unused earned vacation credit which may have been carried over from the preceding calendar year.

d. In the event an employee dies having earned unused vacation credits, a sum of money equal to such vacation credits shall be calculated and paid to his or her estate.

e. Use of vacation credit must be approved in advance by the President of the College or his or her designee.

f. Employee requests for the approval of utilization of vacation days or accrued compensatory time for the purpose of religious observance shall not be unreasonably denied.

C. Sick Leave

Employees may on occasion be unavoidably absent because of personal or family illness. An employee who finds it necessary to be absent because of illness should communicate with the President or his or her designated officer as soon as possible.

Sick leave is occasioned by the absence of an individual from duty because of illness, accident, exposure to contagious disease, necessary attendance upon a member of the immediate family who may be seriously ill, or death in the immediate family.

Employees are entitled to one and one-quarter (1¼) days of sick leave for each completed month of employment for a total of twelve and one-half (12½) days annually for ten-month employees and a total of fifteen (15) days annually for twelve-month employees. All unused sick leave shall be cumulative.

Consideration may be given by the Board of Trustees to advancing sick leave beyond the days accumulated. Any such advance must be paid back by the involved employee. Pay-back by the involved employee shall be by arrangement for deduction from subsequent accumulation of sick leave, except where the individual leaves the employ of the College prior to completing the pay-back.

ARTICLE XXIII

HOLIDAYS

A. 1. Employees except those serving in the titles of Demonstration Teacher, Teacher-A. Harry Moore School, Instructor, Assistant Professor, Associate Professor, Professor, or Distinguished Professor, when required to work on a legal holiday or on a holiday declared by the Governor by proclamation, shall be granted an alternate day off that is consistent with the work pattern of the College.

2. The legal holidays for the purpose of this Agreement are as follows:

New Year's Day
Martin Luther King's Birthday (3rd Monday in January)
Lincoln's Birthday
Washington's Birthday (3rd Monday in February)
Good Friday
Memorial Day (last Monday in May)
Independence Day
Labor Day
Election Day
Columbus Day (2nd Monday in October)
Veterans' Day (November 11)
Thanksgiving Day
Christmas Day

3. In the event any of the above legal holidays fall on a Sunday, they shall be celebrated on the following Monday.

4. In the event any of the above legal holidays falls on a Saturday, they shall be celebrated on the preceding Friday.

5. Nothing herein shall be construed to limit the right of the College to require employees to work on any of the aforementioned legal or proclaimed holidays.

ARTICLE XXIV

LEAVE OF ABSENCE

A. Leave of Absence Due to Injury

Employees who are disabled because of job-related injury or disease may, if it is recommended by the Board of Trustees and approved by the Civil Service Department, be granted leave of absence with pay from funds appropriated for this purpose and provided in STATE regulations.

Any part of the salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of worker's compensation award under the New Jersey Worker's Compensation Act for temporary disability.

Such leave may be granted for up to one (1) year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee.

B. Leave of Absence Without Pay

1. Any employee on tenure or a multi-year contract may apply for a leave of absence without pay, not to exceed one (1) year. Such leaves may be extended on an annual basis for a period not exceeding two (2) additional years. Application for such leave or extension thereof shall be filed with the President of the College, who will transmit the application with his or her recommendation to the Board of Trustees and, where necessary, to the Department of Civil Service.

2. Probationary employees may apply for leaves of absence without pay, not to exceed six (6) months of the work year being served at the time of the request. Such employees will be eligible for leave of absence without pay, not to exceed six (6) months of the work year next following the year in which the request is made, providing that such employee has received notification of reappointment for such next following work year. For purposes of pursuing terminal degrees, probationary employees may apply for leaves of absence without pay, not to exceed one (1) year.

In any event, such employees on leaves of absence are subject to all reappointment evaluation procedures and must cooperate in such procedures notwithstanding their leave of absence status. When a probationary employee applies for a leave of absence without pay, he or she will be informed in writing when his or her candidacy for tenure or a multi-year contract will be considered by the College on the assumption that the leave is granted and the candidate is reappointed through the probationary period.

3. Continuation of benefits during the period of any leave of absence without pay is determined under appropriate legislation and rules and regulations implementing such legislation.

4. Leaves of absence without pay may be granted for education, parental need, non-medical maternity or other reasons.

5. Up to three (3) employees at any one (1) time may be granted leaves of absence without pay for one (1) year periods, renewable for a second year, provided the employee is eligible for such leave under B.1. above, for the purpose of working

for the UNION, the New Jersey State Federation of Teachers or the American Federation of Teachers. Upon the joint request of the employee and the UNION, the leave shall be granted or renewed, provided that no other employee is on such leave of absence at the College or is scheduled to begin such leave for an overlapping period, unless the College presents compelling reasons as to why the leave cannot be granted.

C. Leave of Absence for Military Service

Leave of absence for military service will be granted in accord with applicable State and Federal Law.

D. Maternity Leave

A pregnant employee shall be granted earned sick leave with pay pursuant to Article XXII or may be granted vacation leave pursuant to Article XXII or leave of absence without pay pursuant to Article XXIV B. for such period of time that she is physically unable to perform her work prior to the expected date of birth and after the actual date of birth. Such utilization of sick leave, vacation leave and/or leave of absence without pay shall be subject to all requirements and conditions for the use of such leave.

E. Child Care Leave Without Pay

Child care leave without pay may be granted by the appointing authority under the same terms and conditions applicable to all other personal leaves without pay.

The employee shall not be required to exhaust sick leave prior to commencing a leave without pay for child care purposes.

ARTICLE XXV

SABBATICAL LEAVES

The STATE agrees to continue, as herein modified, a sabbatical leave program. In each year of this Agreement the State Colleges will be authorized to grant one hundred sixty (160) half year leaves. At each College two (2) half year leaves may be combined into one (1) full year leave. These leaves will be apportioned among the Colleges on a basis proportional to the number of eligible faculty members and librarians at each College with at least six (6) consecutive years of service at a College.

A. Eligibility - Application - Approval

1. All faculty members and librarians who, as of June 30 prior to the year for which the leave is requested, have completed a period of six (6) or more consecutive years of service at a College, shall be eligible to apply for a sabbatical leave during the 1986-1987, 1987-1988, or the 1988-1989 academic years. Sabbatical leaves are granted no more frequently than once every seven (7) years.

2. a. Application shall be submitted to the President of the College by no later than February 1st of each year.

b. Application may be made for the purpose of pursuing a substantial project designed to yield publishable results and/or enhance competency as a

scholar or teacher. Sabbatical leaves may also be granted for the pursuit of an accredited terminal degree program in an appropriate field of study.

c. A committee will be established under the governance structure of each College to review the academic merits of each application and make recommendations to the President. The UNION shall have the right to appoint one employee observer to such committee. The committee shall conduct its review and make its recommendations by no later than March 1st of the year involved.

d. The President shall take into consideration the recommendations of the committee and shall make recommendations for approval or disapproval to the Board of Trustees and, where necessary, to the Department of Civil Service and the Division of Budget and Accounting.

B. Terms of Sabbatical Leave

1. Half year leaves shall be at the rate of three-quarters (3/4) salary.

2. Full year leaves shall be at the rate of half (½) salary.

3. For librarians, half year leaves shall be five (5) months, and full year leaves ten (10) months.

4. The period of the leave shall be credited for increment purposes, where such credit is relevant.

5. A faculty member or librarian on sabbatical leave shall be entitled to the continuation of pension and insurance programs benefits as provided in the applicable plans.

6. Each faculty member or librarian accepting a leave must sign a written statement obligating him or her to continue to serve for at least one (1) year after expiration of the term of the leave.

7. Faculty members or librarians on such leave are permitted to receive additional compensation in the form of fellowships, government grants, and honoraria for purposes related to the leave and part-time employment directly related to the project at an institution where they are in residence for the purpose of study and research in addition to the partial salary from the College, provided that total compensation from all sources does not exceed such faculty members' full salary at the College. The leave may not be used to accept paid employment during the period of the leave except as provided above.

8. Faculty or librarians on sabbatical leave may engage in outside employment if it does not conflict with the purpose of the sabbatical leave or N.J.A.C. 9:2-10.1 et seq., and the faculty member reports the outside employment before going on leave.

ARTICLE XXVI

TUITION REIMBURSEMENT

A. Employees enrolled in a terminal degree program related to their areas of teaching or work as approved by the President of the College may receive tuition reimbursement at a rate of $80 per credit or the actual tuition, whichever is less,

during fiscal year 1986-1987 and fiscal year 1987-1988. In fiscal year 1988-1989, the maximum tuition reimbursement rate shall be increased to $90 per credit.

B. Employees may also be granted tuition reimbursement as described in A. above for graduate study necessary to increase such employees' expertise in his or her area of teaching or work as determined by the President.

C. Tuition reimbursement under A. or B. above shall not exceed nine (9) credits per year or a total of forty-five (45) credits during their years of employment at any State College.

D. In order to receive a commitment for reimbursement the employee must submit a written request to the President prior to enrollment in a course of study, stating the basis for the request for reimbursement. Within twenty (20) calendar days the President or his or her designee will respond in writing as to whether the College will provide reimbursement subject to the availability of funds. The President or his or her designee will meet with the Local UNION to determine appropriate procedures for submission of the application to an appropriate advisory person or group in the applicant's area of teaching or work.

E. In order to secure reimbursement the employee must satisfactorily complete the course of study and submit written proof of payment of tuition and satisfactory completion to the President or his or her designee.

F. The course of study may be at any accredited institution.

G. The College will cooperate in arranging employees' schedules to allow them to take advantage of the benefits of this program.

H. The operation of this program is subject to the availability of funds as set forth in Article XXI, except that the President may make additional funds available. The President will advise employees by no later than July 15 of the year involved of the amount of funds available.

In the event that funds are not sufficient to meet all requests which would otherwise be approvable, priority shall be given to 1) those employees who are enrolled in a terminal or graduate degree program for which the employee previously received tuition reimbursement, 2) those employees embarking upon an approved terminal or graduate degree program, and 3) all other circumstances.

ARTICLE XXVII

PERSONNEL FILES

A personnel file shall be maintained for each employee in accordance with the following procedures:

A. The College shall place in the file communications indicating special competencies, achievements, research, performance and contributions of an academic, professional or civic nature. An employee may submit to the College such commendations which he or she deems worthy to be included in his or her personnel file.

B. All material received from committees, department chairpersons, administrative officers or other responsible sources concerning an employee's competency, service, character, or conduct shall be signed by the originator before being placed in the employee's personnel file. Anonymous communications shall not be placed in the personnel file of any employee with the exception of documents specifically provided for in the evaluation procedure.

C. A copy of any item included in the employee's personnel file, except items submitted by the employee, dealing specifically with an employee's retention, dismissal, salary improvement, promotion, or tenure shall be transmitted to the employee immediately. A copy of other filed items including all items submitted by the employee shall be made available to the employee upon request at the expense of the employee.

D. Any item which deals specifically with an employee's retention, dismissal, salary improvement, promotion, or tenure which was not previously transmitted to the employee and which is to be relied upon in personnel actions shall be made available to the employee and a reasonable time provided for response.

E. An employee shall be given the opportunity to review the contents of his or her personnel file upon application. The employee shall have the opportunity to acknowledge that any item has been read by signing the file copy. Such signature would not necessarily indicate agreement with its content nor will the absence of such signature be construed to necessarily indicate that the employee had not received or read any item in the personnel file.

F. Letters of recommendation relating to initial appointment which were solicited under conditions of confidentiality shall be excluded from the employee's inspection but shall not be used in personnel actions subsequent to full-time employment.

G. 1. An employee shall have the right to respond to any document in his or her personnel file. Such response shall be directed to the President of the College and shall be included in the employee's personnel file, attached to the appropriate document.

2. A representative of the UNION may, with the employee's written authorization, accompany said employee while he or she reviews his or her file.

H. Except as indicated in paragraphs E. and G.2. above, access to personnel files shall be limited to those individuals directly involved in the administration, analysis or evaluation of professional personnel.

I. Each personnel file shall contain a table of contents, arranged in chronological order, beginning with all entries made on or after February 22, 1974.

J. Materials may be removed from an employee's personnel file upon mutual agreement of the employee and the President of the College or his or her designee.

ARTICLE XXVIII

SAFE CONDITIONS

Whenever an employee observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation which will be promptly investigated.

Where a hazard exists which endangers the employee, he or she shall not be required to work where that condition exists.

ARTICLE XXIX

LOCAL RESOLUTION OF ISSUES

Issues which have, in this Agreement, been reserved for resolution between the Local UNION and an individual College, shall, when resolved, be in the form of a memorandum of agreement which shall then become the policy of the College.

ARTICLE XXX

AVAILABILITY OF AGREEMENT

Immediately after the signing of this Agreement by both parties, the STATE will reproduce the Agreement in sufficient quantities so that each employee may receive a copy, plus additional reserve copies for distribution to employees hired during the term of the Agreement. The contract cover will include the seal of the STATE and the UNION insignia.

ARTICLE XXXI

MAINTENANCE AND IMPLEMENTATION OF AGREEMENT

A. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modification of existing rules governing working conditions shall be presented to the UNION and negotiated upon the request of the UNION as may be required pursuant to the New Jersey Public Employer-Employee Relations Act, as amended.

B. 1. It is understood and agreed that any provisions of this Agreement which require amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

2. Whenever legislation is necessary to implement this Agreement, the STATE and/or Department shall assume responsibility for seeking the introduction of such legislation.

C. Any policy, practice, rule or regulation of a College Board of Trustees or of a College Administration, pertaining to wages, hours, and conditions of employment, which is in conflict with any provision of this Agreement, shall be considered to be modified consistent with the terms of this Agreement.

ARTICLE XXXII

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or not subject to collective negotiations, or has the effect of making the STATE ineligible for Federal funds, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event of the above circumstances, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision to the extent permitted by law.

ARTICLE XXXIII

MANAGEMENT RIGHTS

A. The STATE, the Board, the Department and the Boards of Trustees retain and reserve unto themselves all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and the United States of America.

B. All such rights, powers, authority and prerogatives of management possessed by the STATE, the Board, the Department and the Boards of Trustees are retained, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, and except as they are specifically abridged or modified by this Agreement.

C. The STATE, the Board and the Boards of Trustees retain their responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, governing the conduct and activities of employees and which are not inconsistent with the express provisions of this Agreement.

ARTICLE XXXIV

RETRENCHMENT, RETRAINING, AND REINSTATEMENT

A. 1. When a tenured faculty member is to be retrenched for financial reasons the College will attempt to provide the involved individual with a full academic year or two successive semesters' written notice of such action, but in no case shall such written notice be less than one hundred ninety-five (195) days.

2. When a tenured faculty member is to be retrenched for programmatic reasons exclusively, the College will provide the involved individual with a full academic year or two successive semesters' written notice of such action.

3. Employees who are to be retrenched during the term of a multi-year contract will be given one hundred eighty (180) calendar days written notice of such action.

4. In the event it becomes apparent that retrenchment notices will be issued, the College will inform the UNION of the general circumstances, and if so

requested by the UNION within five (5) calendar days of being informed, the College will consult with the UNION concerning such circumstances.

5. In the event that a tenured faculty member is notified of retrenchment and feels that with additional academic training, he or she may qualify for another position at the College, and the President agrees that, subject to acceptable completion of such training and the availability of such other position, and after consultation with the appropriate department, similar academic unit or library, that the individual would qualify, the individual will be given priority consideration for an available sabbatical leave under Article XXV and/or Tuition Reimbursement under Article XXVI. The President in such circumstances may at his or her discretion waive the requirements of Article XXV A. 1.

In addition, as an exception to the limitations of Article XXVI, the President may approve tuition reimbursement out of available funds up to a maximum of sixteen (16) credits for involved academic year.

6. If a fiscal crisis which would require the reduction of members of the unit occurs at any or all of the State Colleges and if the occurrence does not permit the notification periods specified herein, then, if authorized by the Governor, as an alternative, the dollar value of the shortfall may be met by withholding a portion of the current salaries of all unit employees at the affected College(s) for part or all of the remainder of the fiscal year. The percentage of salary retained by the College and withheld shall be the same for all employees but shall not exceed 3% of their annual base pay. Monies which were withheld shall be returned to employees in the following fiscal year or in the next following fiscal year if the crisis continues. The contribution to the individual's pension plan shall not be reduced during the period of this withholding.

Whenever there is a likelihood that this program of adjustment might have to be employed, the STATE shall consult with the UNION on all aspects of the crisis and consider any alternative suggestions which are offered.

7. Nothing herein shall be construed as a waiver of any rights an individual employee may have under the tenure laws or other STATE or Federal laws or constitutional provisions.

B. 1. While any non-reappointment action of a College is not to be considered a retrenchment, any employee who is notified of non-reappointment with the exclusive reason being financial considerations will be given priority consideration for continuation in the job held at the time of non-reappointment, under the following circumstances:

a. The involved individual notifies the President of the College within thirty (30) days of non-reappointment, in writing, of his or her desire to be given preferential consideration.

b. The individual responds in writing to any written offer to the reinstated job within ten (10) calendar days of mailing of such written offer, agreeing to acceptance of the job. The College may not require a starting date which is less

than fourteen (14) calendar days from the date of the expiration date of the College's written offer. For faculty members, if the reporting date does not coincide with the beginning of a semester, the individual shall, upon request, be given a reporting date coinciding with the start of such next semester if the term of the position includes such next semester.

c. In the event that the individual accepts the job offer and commences employment during the academic year following the individual's last previous date of employment, such individual will be treated as not having a break in service, except that any necessary adjustments in the reappointment process will be made by the College in consultation with the individual and the UNION. In the event the individual has not been employed for any part of the academic year preceding the commencement of reemployment, the individual will be treated as a new employee, except that the individual's rank and salary rate may not be lower than the individual's rank and salary rate at the time last employed.

d. The priority rights will continue for the two (2) academic years succeeding the year in which notice of non-reappointment is given.

ARTICLE XXXV

APPLICABILITY OF CIVIL SERVICE RULES AND REGULATIONS

The parties to this Agreement for the period July 1, 1986 to June 30, 1989 for the State Colleges Unit agree that the provisions of the State Compensation Plan and Civil Service Rules and Regulations, and the procedures provided therein, which establish terms and conditions of employment and which were applicable to the employees in the State Colleges Unit on June 30, 1986, and which may have been or which may be affected by the enactment and application of A-1173 (S-1469) and A-1177 (S-1470) shall be continued unless changed by negotiation or regulation.

ARTICLE XXXVI

NEGOTIATION PROCEDURES

A. New Agreement

1. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 1989 subject to the provisions set forth in Article XXXVII, Duration and Termination.

2. Such collective negotiations shall commence no later than October 1, 1988, unless an alternative date is mutually agreed upon, and shall be concluded by February 1, 1989.

B. The parties agree to negotiate in good faith on all matters properly presented for negotiation.

ARTICLE XXXVII

DURATION AND TERMINATION

This Agreement shall remain in full force and effect from July 1, 1986 until June 30, 1989. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by registered mail no later than September 1, 1988 or September 1 of any succeeding year for which this Agreement is automatically renewed. Any notice transmitted pursuant to this provision shall be sent to the STATE addressed to "Director, Office of Employee Relations, 134 West State Street, CN-228, Trenton, New Jersey" and the UNION addressed to "President, Council of New Jersey State College Locals, NJSFT-AFT,AFL-CIO, 420 Chestnut Street, Union, New Jersey".

IN WITNESS WHEREOF the parties hereto have executed this Agreement, this 21st day of October, 1986.

FOR THE STATE OF NEW JERSEY:

Frank A. Mason, Director
Governor's Office of
Employee Relations

Edwin C. Evans
Ellen E. Goldfarb

FOR THE DEPARTMENT OF
HIGHER EDUCATION:

Judith Turnbull
Judith Turnbull, Director of
Personnel and Employee Relations

FOR THE STATE COLLEGES:

George Pruitt
George Pruitt, President
Thomas A. Edison State College

Nathan Weiss
Nathan Weiss, President
Kean College of New Jersey

FOR THE COUNCIL OF NEW JERSEY
STATE COLLEGE LOCALS
NJSFT-AFT/AFL-CIO:

Marcoantonio Lacatena
Marcoantonio Lacatena, President
Council of New Jersey
State College Locals

Irwin Nack
Donald J. Silverman
Rose Marberg
Arthur M. Steinman

APPENDIX I

MULTI-YEAR APPOINTMENTS

FOR PROFESSIONAL STAFF

ARTICLE I: CONTRACTS FOR PROFESSIONAL STAFF (NON-FACULTY)

A. Eligibility for Multi-Year Contracts

Each member of the professional staff not holding faculty rank or concurrent academic rank who is a member of the State College bargaining unit shall be eligible for a multi-year appointment or reappointment contract in accordance with the provisions of Chapter 163 of the Laws of 1973.

B. Multi-Year Contract Appointments and Reappointments

Each candidate for a multi-year appointment or reappointment contract shall undergo a thorough and rigorous review of his or her qualification for continued employment at the College, and such employee will be expected to present evidence of past performance and future potential such as to warrant the granting of a multi-year contract in the candidate's professional staff position.

C. Process of Evaluation

1. The entire professional performance record of a member of the professional staff shall be considered at the time such employee is being considered for a multi-year appointment or reappointment contract. The candidate may include any additional material which he/she deems appropriate.

2. Each member of the professional staff who is eligible for a multi-year appointment or reappointment contract shall prepare a written self-evaluation which shall include: a review of past performance and achievements bearing on the contemplated personnel action; a complete description of current professional responsibilities; an analysis of professional contributions and potential for continued development; and a statement of professional goals and objectives. The candidate may include any additional information which he/she deems appropriate.

3. Each member of the professional staff who is eligible for a multi-year appointment or reappointment contract may be evaluated by employees, who may be in or out of the bargaining unit, who serve in a regular and continuing functional working relationship to the candidate. Employees serving in a functional working relationship shall be those identified by the immediate supervisor of the candidate, after consultation with the candidate. The candidate's immediate supervisor shall request such identified employees to provide a written appraisal of the candidate's ability, performance, contributions, and potential. Where the candidate and the immediate supervisor, after consultation, disagree as to which employees serve in a functional working relationship to the candidate, the immediate supervisor and the

candidate each will identify employees, if any, who serve in a functional relationship and the immediate supervisor will request written appraisals from all employees so identified.

4. Each College shall consult with the Local UNION as to whether the concept of "User Evaluations" shall be made a part of the multi-year contract evaluation process. If a decision is made to utilize this concept, the College shall consult with the Local UNION concerning procedures under which the concept will be implemented and the process by which a user evaluation instrument or instruments will be developed. "Users" for the purpose of this Article shall mean a clearly identifiable constituency including a sufficient number of individuals who have an ongoing and regular professional relationship with the candidate so as to provide a meaningful sample of evaluations.

5. All evaluations of the candidate prepared by him or herself, by employees serving in functional working relationships and by users shall be submitted to the candidate's immediate supervisor, who shall see that the evaluation material is placed in the candidate's personnel file in accordance with the provisions of Article XXVII of the Master Agreement. The candidate's personnel file shall be available to the supervisor and other administrative officers for use in making their recommendations.

D. Definition of Immediate Supervisor

For the purposes of this Article, the immediate supervisor shall be construed as that supervisory management-level person not included in the State College negotiating unit and who is first reached in the normal chain of command leading from the candidate.

E. Time Limit on Grievances

Grievances involving alleged violations of this Article must be filed within thirty (30) days from the date upon which such claimed violation took place or thirty (30) days from the date on which the candidate should have reasonably known of its occurrence.

F. Review/Notification Timetable

By October 1 of each year, the President of the College, in consultation with the Local UNION, shall establish and publish the schedule of times for the initiation/completion of the basic steps in the review and evaluation of professional staff eligible for multi-year appointment or reappointment contracts. Such schedule shall not violate any provision of the Agreement.

G. Promotion

Non-teaching Professional Staff members serving in multi-year contracts who are promoted will be considered for renewal of such multi-year contracts in their old positions if they come up for evaluation for renewal of such contracts during the one-year probationary period in their new position. The College will consider both performance in the old position and performance in the new position in determining whether a renewal will be granted. At the end of the probationary

period in the new position, a new multi-year contract shall be issued to successful probationers in the new position of length equal to the time remaining in the current multi-year contract.

ARTICLE II: CAREER LADDER

A joint UNION-STATE committee will consider the subject of a career ladder. If the STATE and UNION agree that certain positions should be reclassified into a series of positions involving a career ladder, a joint recommendation will be made to the Department of Civil Service.

ARTICLE III: CAREER DEVELOPMENT

A. Professional staff are eligible for Career Development Assistance as outlined in Appendix II.

B. The process for consideration of members of the professional staff for career development assistance, more fully described in Appendix II, shall include as the evaluation component the process for consideration of such members for multi-year appointment contracts. In addition, in situations where a member of the professional staff is granted a multi-year appointment contract, but where the President has nevertheless identified certain career development needs or personal professional deficiencies, the President shall send a written report specifically describing them to a Professional Staff Assessment Committee (PSAC). The PSAC shall evaluate the career development needs of the staff member and make an appropriate recommendation to the Career Development Committee (CDC), described in Appendix II. Nothing herein is intended to preclude a member of the professional staff who was granted a multi-year appointment contract and who was not found deficient or who was not the subject of an evaluation to submit an application to the CDC for career development assistance.

ARTICLE IV: PRESERVATION OF RIGHTS

Nothing contained in this Appendix shall be construed to prejudice the positions of the parties with respect to the issue of the number and/or percentages of members of the professional staff who may serve on multi-year appointment contracts.

APPENDIX II

CAREER DEVELOPMENT PROGRAM
FOR ALL EMPLOYEES

PREAMBLE

In accordance with N.J.S.A. 18A:60-10, there shall be implemented as follows a career development program for all members of the professional staff; one part of that procedure is to include a means of evaluation so that assistance may be extended to the individual for his/her career development and the improvement of instruction. It is further recognized by the parties that a program of genuine career development for the improvement of instruction should be positive in nature and is best achieved in an atmosphere of trust and cooperation. The career development program is not intended to constitute a replacement for or waiver of rights of any individual accruing under Title 18A of the Revised New Jersey Statutes. No personnel actions involving punitive procedures shall be based on or in any way use the results of the evaluations for the career development program. The employer shall not be prevented from following up leads developed in the career development evaluation process.

ARTICLE I: ASSESSMENT COMMITTEES

A. The primary responsibilities of the Assessment Committees (AC) shall be the assessment of career development needs and the identification of deficiencies, if any, for the purpose of facilitating their correction.

B. The AC may be the personnel committee of each department or other appropriate academic unit which constitutes the first level of consideration in the personnel process currently in force at each College. Only tenured faculty may serve on AC's.

C. Assessments shall be based on the individual's performance (NOTE: Performance, not credentials) primarily during the five (5) year period preceding the assessment, as reflected in the following:

1. Self Assessment. A comprehensive statement which shall provide an overview of the professional activities of the affected faculty member at the beginning of the assessment process and provided to the AC.

2. Peer Assessment. If classroom observations are utilized in the assessment process at a College, there shall be provision for advance notice of the observation, and a post-evaluation conference. The employee shall have the opportunity to respond to the report of the classroom observation.

3. Assessment of teaching effectiveness may also include student input obtained by means of a formal process. The AC shall have access to such data. All student data shall be collected in a regular and systematic fashion and in writing

consisistent with existing college policy and procedures.

D. Consultation

1. Prior to preparing its report, the AC shall meet with the individual to discuss the assessment and to solicit from the individual such additional evidence, information and material as may be deemed relevant and necessary to the AC's deliberations.

2. The AC shall prepare a final report including recommendations as to whether or not the individual is deficient in any area. Such report may also include recommendations for the resources needed for the career development and/or the correction of deficiencies of the individual. The AC shall forward such report to the President or designee thereof with a copy to the individual. Within five (5) calendar days after the issuance of the final report, the individual who is the subject of the report may present a written request to the AC to reconsider its recommendations. In the request, the individual shall state the specific reasons why he or she feels that the recommendation is inappropriate. If the AC grants the individual's request for reconsideration, it will expedite the reconsideration process so as to allow for the overall completion of the assessment process in a timely fashion. The AC will advise the President of the College in writing if it grants an individual's request for reconsideration.

E. A personal professional deficiency shall be deemed to exist if, and only if, the individual's performance, taken as a whole, does not meet reasonable standards of acceptable performance.

F. The AC shall prepare a comprehensive report on each individual assessed, which shall include:

1. A review of the individual's professional performance and role at the College, primarily during the preceding five (5) years.

2. An identification of the individual's strengths.

3. A specific and detailed identification of the individual's deficiencies, if any. If no deficiencies exist, the report shall explicitly so state.

4. In addition, the AC may prepare a recommended plan of career development tailored to the individual's needs utilizing the resources available at the College under the Career Development Program. In the event the AC intends to prepare such a recommendation, the AC shall consult with the individual.

G. The individual may forward to the President or his or her designee a written response to the AC report. Any response shall be attached to the report.

ARTICLE B: PROFESSIONAL STAFF ASSESSMENT COMMITTEE

A. A Professional Staff Assessment Committee (PSAC) shall be established at each College. The composition of the PSAC shall be determined through discussion between the College and the Local UNION.

B. The primary responsibility of the PSAC shall be the review of career development needs of members of the professional staff who have been granted multi-year

appointment contracts, but who nevertheless have been determined by the President to be deficient in some respects or to have career development needs. The PSAC shall make a written recommendation to the Career Development Committee (CDC), with a copy to the College President and to the employee, as to the specific career development needs of each member of the professional staff who has been the subject of a review.

C. In the event that a member of the professional staff has been granted a multi-year appointment contract, but has nevertheless been found by the President to be deficient in some respects or to have career development needs, the President shall send a written report specifically describing them to the PSAC, which will then undertake the review described in paragraph B above.

D. Prior to preparing its report to the CDC, the PSAC shall meet with the individual to discuss his or her career development needs and to solicit from the individual such additional evidence, information and material as may be deemed relevant and necessary to the PSAC's deliberations.

E. Within five (5) days after the issuance of the recommendation to the CDC, the individual who is the subject of the recommendation may present a written request to the PSAC to reconsider its recommendation. In the request the individual shall state the specific reasons why he or she feels that the recommendation is inappropriate. If the PSAC grants the individual's request for reconsideration, it will expedite the reconsideration process so as to allow for the overall completion of the assessment process in a timely fashion. The PSAC will advise the President of the College in writing if it grants an individual's request for reconsideration.

ARTICLE III: PRESIDENTIAL/DESIGNEE REVIEW

A. Should the President/designee disagree with any aspect of the AC's report and recommendations, he or she shall confer with the individual and the AC. The President/designee shall then prepare a written statement setting forth the relevant areas of disagreement and the specific grounds therefor. If there are no disagreements, the President/designee shall so state. The President/designee need not respond to any recommended career development program at this point in the process.

B. The AC's report, the President/designee's statement, and all responses shall be transmitted to the CDC.

ARTICLE IV: CAREER DEVELOPMENT COMMITTEE (CDC)

A. The CDC shall include members of the bargaining unit. The total number of committee members shall be determined by each College in conjunction with the Local UNION at the College. The number of non-bargaining unit members shall not

exceed one-third (1/3) of the overall composition of the Committee, unless otherwise agreed to between the College and the Local UNION.

1. At least one (1) member of the CDC shall be appointed by the Administration as its representative.

2. At least one (1) member of the CDC shall be appointed by the Local UNION as its representative.

3. The other bargaining unit members of the CDC shall be elected from among the members of the bargaining unit, provided that bargaining unit candidates must be either tenured or serving under multi-year contracts.

4. No more than one (1) elected member of the CDC shall be elected from any given division, school, or other major academic/administrative subdivision of the College.

5. The Local UNION and the College administration shall agree to election procedures which shall assure equitable distribution of seats on the CDC among the divisions, schools or other major academic/administrative subdivisions of the College.

B. The CDC shall receive and consider the reports of the AC's and the statements of the President/designee concerning all employees being assessed.

C. Employees who were assessed and who were not found deficient as well as employees not undergoing assessment may submit applications to the CDC for Career Development Assistance as well. Such applications shall contain such information as the applicant deems relevant in support of the application.

D. Information

1. The CDC shall prepare recommendations concerning the Career Development Programs and Career Development Assistance to be implemented at the College, and from time to time, as needed, will make recommendations for improvements.

2. The CDC shall notify the President of modes of activity contemplated.

3. The President shall provide the CDC with estimates of the costs associated with each contemplated mode of activity and estimates of the costs for participation per individual in each mode. The estimates shall include direct costs but shall not include indirect cost such as, but not limited to, the maintenance of college facilities which may be utilized or heating, lighting or air conditioning.

E. The CDC shall, whenever necessary, consult with Assessment Committees, and individual candidates and applicants concerning their recommendations.

F. The CDC shall annually prepare a report to the President containing its recommendations concerning the allocation of Career Development funds, and such supplemental reports and recommendations as may be necessary. In addition, the CDC shall notify each candidate for assistance in writing of its recommendations concerning that candidate. Copies of all the above material shall be forwarded to the President, together with copies of all materials on which the CDC's report is based. The Local UNION shall receive a copy of the annual report and copies of all relevant materials on which the CDC report is based.

G. Each affected individual shall have the opportunity to respond in writing to the CDC's recommendations. The responses shall be forwarded to the President.

H. The Chairperson of the CDC shall be a member of the negotiating unit who is elected by the CDC.

I. Direct costs of conducting the activities of the CDC, including administrative and secretarial costs, may be chargeable to the funds allocated to the Career Development Program.

ARTICLE V: PRESIDENTIAL REVIEW

A. The President shall review the report(s) of the CDC and may accept, reject, or modify each of its recommendations.

B. In the event the President modifies or rejects any of the CDC's recommendations, the President shall set forth in writing relevant reasons specific to the individual actions and transmit these reasons to the CDC, the affected individual and, where relevant, to the Board of Trustees.

C. Where the implementation of the President's recommendations requires Board action, the President shall present them to the Board of Trustees.

ARTICLE VI: PERSONNEL FILES

All materials generated in the career development assessment process shall be placed in the individual's personnel file.

ARTICLE VII: FAIR AND EQUITABLE APPLICATION OF PROCEDURES

The procedures for conducting the career development assessment, identifying deficiencies, and the assignment of career development resources shall be fairly and equitably applied to all employees. Violations shall be grievable under Article VII B. 1. of the Agreement. If an arbitrator determines that a violation has occured, the remedy shall be to remand the matter to the appropriate level for reconsideration; however, in the alternative, where the arbitrator determines that a violation has occurred, he/she may set aside the assessment and direct that the career development assessment be repeated in its entirety de novo. If the latter remedy is prescribed, the employee shall be considered as part of the next group coming up for assessment, and the records concerning the original assessment shall not be included in the individual's personnel file.

ARTICLE VIII: GENERAL CAREER DEVELOPMENT ASSISTANCE PROGRAM

The general Career Development Assistance Program shall include the following:

A. Tuition Reimbursement

1. When a Career Development leave is approved for the purpose of engaging in specific educational activity, tuition expenses shall be reimbursed at full cost. The limitations set forth in Article XXVI of the Master Agreement shall not apply. Recommentations for approval for tuition reimbursement may be submitted by the CDC to the President.

2. The general tuition reimbursement program set forth in Article XXVI of the Master Agreement shall continue except as modified by subparagraph 1 above.

B. Expenses for travel to professional meetings, conferences, short courses and seminars.

C. Career Development Leaves

1. Career Development Leaves (CDL) may be granted for up to two consecutive academic years.

2. a. CD Leaves not exceeding one-half (½) year in duration shall be at the rate of three-quarters (3/4) salary.

b. CD Leaves exceeding one-half (½) year in duration shall be at the rate of half (½) salary or at the rate of the employee's salary less $7552, whichever is greater. No employee shall receive a rate of less than $12,596.

3. The provisions of Article XXV B. 4 through 7 of the Agreement shall apply to CD Leaves.

4. When computing the annual or prorated cost for replacing a faculty member who has been granted a CD Leave, it shall be presumed that one-half (½) the faculty member's full teaching obligation will be fulfilled through the use of overload assignments and one-half (½) through the use of a full-time faculty member being compensated at Step One of the Assistant Professor salary range. In the latter case, the per-teaching-credit cost shall be computed by dividing the annual salary rate by 24.

D. Released time for research, study, and participation in other aspects of the Career Development Program. The replacement cost for faculty members shall be computed by use of the formula set forth in paragraph C 4. above.

E. Financial support for the purpose of equipment, travel, or other items necessary for the successful completion of a research project.

F. Seminars, colloquia or other internal programs relating to teaching techniques and methodology or topics relative to the improvement of professional techniques and methodology of other professional employees.

G. Other forms of assistance or programs where circumstances warrant them.

H. There is no requirement that all of the above elements of the Career Development Assistance Program be utilized in any particular year.

I. Funds for professional development may be available from the Federal Government or from various private foundations. The CDC may make recommendations to the President as to how the College may seek out such programs and create proposals for submission to the appropriate agency(ies).

ARTICLE IX: Supplemental Funding

Nothing in this Appendix shall be construed as preventing a College from supplementing the specific funds available under Article XXI, subparagraph A.2.g. where, in the judgment of the College, such supplementation would be appropriate; nor shall anything in this Appendix be construed as prohibiting any College from exercising its managerial or academic judgment in regard to the utilization of monies or other resources not specifically committed to the funding or support of the Career Development Program outlined in this Appendix.

ARTICLE X: IMPLEMENTATION

A. 1. This Appendix shall apply generally to tenured faculty members and tenured librarians and, where applicable, non-teaching professionals who have been granted multi-year contracts.

2. Employees who have not received reappointment conferring tenure or a multi-year contract may apply to the CDC for career development assistance provided that they have received reappointment for the year following their application and provided that they are only eligible for assistance which is compatible with the limited nature of their reappointments.

B. Beginning with the academic year 1977-78, and each succeeding year thereafter, one-fifth (1/5) of the tenured faculty of each College shall be reviewed by the process described herein, beginning with the most senior fifth in the first year and continuing in order of seniority for each succeeding year. The process shall be repeated beginning in the sixth year of the program (1982-83). No individual shall undergo review who has been on tenure for less than five (5) years, nor shall any person undergo review more than once in each succeeding five (5) year period, except as a part of a follow up as to correction of deficiencies or to determine the effectiveness of the Career Development Program, provided that no individual shall undergo more than one follow-up review as to correction of deficiencies in each five (5) year period.

APPENDIX III

A. HARRY MOORE SCHOOL

This Appendix applies to the teaching staff of the A. Harry Moore School of Jersey City State College. Specifically included herein are the titles Demonstration Teacher and Teacher—A. Harry Moore School. Unless otherwise specified the term "employee" as used herein applies to Demonstration Teachers and Teacher-A. Harry Moore School.

Where practicable this Appendix shall also apply to individuals serving in the payroll title Demonstration Teacher at other State Colleges.

A. 1. Any employee who completes thirty (30) credits beyond the master's degree shall be compensated at approximately $500 per annum beyond the current salary effective in the following semester. It is agreed that any of the thirty (30) credits to be accumulated or presently accumulated shall be in an area that will increase such employee's expertise in his or her area of teaching or work as approved by the President or his or her designee.

2. An employee who obtains an earned doctorate in a discipline related to his/her employment will receive a one-time cash bonus of $1,000.00 in recognition of this achievement.

B. Employees who participate in a Student Teacher Program as cooperating teacher shall receive $60 for each student paying the Student Teacher fee.

C. Employees who participate as the assigned teacher in the Junior Practicum Experience shall receive $20 for each student paying such fee.

D. Any teacher at the A. Harry Moore School on full-time assignment there who teaches a course in addition to the workload at Jersey City State College or A. Harry Moore School, shall be paid at the current overload rate based on the teaching credit hours or their full or partial equivalency for the course.

E. Qualified employees shall have priority consideration in appointments to summer session assignments related to A. Harry Moore School programs within their individual competency, except in unusual circumstances.

F. All employees shall have a duty free lunch period of at least thirty (30) minutes except in instances where temporary scheduling may lessen the time for both pupils and teachers.

G. The existing general practice of providing preparation periods for employees engaged in teaching shall continue. At A. Harry Moore School only, each such employee shall receive one (1) uninterrupted preparation period per day, except when unexpected circumstances intervene.

H. In exceptional cases individuals may present qualifications as to education and experience that are adjudged to be the equivalent of the qualifications set forth in Appendix IV for Demonstration Teacher and Teacher - A. Harry Moore School although not corresponding to them to the letter.

In such cases, the UNION shall have the right to appoint one (1) employee observer to the Faculty Affairs Committee. The Faculty Affairs Committee shall review the qualifications of all the exceptional cases, and the recommendations of this committee shall be forwarded to the President prior to the President's recommendation to the Board of Trustees. The Board of Trustees of the College may, upon the recommendation of the President, appoint such individuals to the rank deemed appropriate.

APPENDIX IV

The following provisions have been removed from the 1977-79 Agreement and are set forth herein for information purposes only. These matters as they apply to individual employees affected shall be grievable within the provisions of the Grievance Procedure in the Agreement as defined in Article VII, Section B.2.

QUALIFICATION FOR RANK: FACULTY

A. The academic attainment level and professional experiential requirements for academic rank are set forth below. Conditions concerning promotion or appointment to such rank are defined elsewhere in this Agreement.

1. Instructor: An earned master's degree or its equivalent from an accredited institution in an appropriate field of study and enrollment in and actively pursuing an accredited terminal degree program in an appropriate field of study.

2. Assistant Professor: An earned doctorate or other appropriate terminal degree or its equivalent from an accredited institution in an appropriate field of study or completion of all requirements for the doctorate in an accredited institution except the dissertation.

3. Associate Professor: An earned doctorate or other appropriate terminal degree from an accredited institution in an appropriate field of study and five (5) years of professional experience.

4. Professor: An earned doctorate or other appropriate terminal degree from an accredited institution in an appropriate field of study and eight (8) years of professional experience.

5. Distinguished Professor: As established by the Board of Trustees of each College, this rank is intended to provide for the individual who has demonstrated outstanding scholarship, teaching ability, or distinction in a field.

6. The STATE recognizes that individuals may present qualifications as to education and experience that their peers will recommend to be the equivalent of the above qualifications although not corresponding to the letter.

B. 1. The requirement of an earned doctorate or other appropriate terminal degree or its equivalent for promotion to the rank of Associate Professor shall not apply to faculty members employed in the Colleges prior to September 1, 1968.

2. The requirement of an earned doctorate or other appropriate terminal degree or its equivalent for promotion to the rank of Assistant Professor shall not apply to faculty members employed in the Colleges prior to February 22, 1974, nor shall such requirement apply to reappointment of such employees except for a reappointment conferring tenure.

3. The above in no way implies that such affected faculty members will be promoted or reappointed automatically, nor does it place them at the top of any eligibility listing.

4. Faculty members who do not possess an appropriate terminal degree or its equivalent may be offered a reappointment conferring tenure under unusual circumstances when judged by the College's Board of Trustees as being in the best, interests of the College.

QUALIFICATION FOR RANK: LIBRARIANS

1. Librarian III

a. Master's degree in Library Science or its historical antecedent from a then ALA accredited library school.

b. Previous professional library experience is desirable, but not required.

2. Librarian II

a. Master's degree in Library Science or its historical antecedent from a then ALA accredited library school.

b. Three (3) years' professional library experience.

c. A second master's degree in another subject area and/or a reading competence in one foreign language is desirable, but not required.

3. Librarian I

a. Master's degree in Library Science or its historical antecedent from a then ALA accredited library school.

b. A second master's degree in another subject area or ABD status in an approved doctoral program. Reading competence in one foreign language is desirable, but not required.

c. Five (5) years' professional library experience.

d. A minimum of five (5) additional years' professional library experience may be considered in substitution for the requirements stated in Paragraph b. above, depending upon the quality of the experience.

e. Demonstrated and/or potential administrative and coordinating ability.

4. The requirement for a master's degree in Library Science or its historical antecedent from a then ALA accredited library school may be met by substituting a master's degree in a related field relevant to an individual's duties. The Library Personnel Committee, where appropriate, may consider and make recommendations on whether such other master's degrees should be so substituted.

LIBRARIANS: CRITERIA FOR PROMOTION

The major criteria upon which the College expects the Personnel Committee to make recommendations are as follows:

a. High quality of performance in the area of assigned responsibility.

b. Professional contributions and scholarly activity.

c. Additional academic preparation as evidenced by advanced degree or other relevant course work.

d. Administrative and/or coordinating ability.

e. Participation in library, College, and community affairs.

LENGTH OF MULTI-YEAR APPOINTMENT OR REAPPOINTMENT CONTRACT

Each initial appointment to a multi-year contract (after completion of five years of probationary service) shall be for three (3) full calendar years in length. Subsequent reappointments shall be for four (4) years, and then five (5) years. All subsequent contracts shall be for five (5) full calendar years in length. When a member of the professional staff is offered a multi-year appointment or reappointment contract, he or she shall be provided with the information described in Article XIII B. of the master Agreement.

CAREER DEVELOPMENT PROGRAM FOR ALL EMPLOYEES:
CRITERIA FOR ASSESSMENT: FACULTY

1. Teaching effectiveness.

2. Effectiveness of performance of other assigned duties and responsibilities.

3. Scholarly achievement

4. Contributions to college and community

5. Effectiveness of performance of other responsbilities.

6. Changing institutional needs do not constitute personal professional deficiencies.

QUALIFICATION FOR RANK: A. HARRY MOORE SCHOOL

A. Demostration Teacher

1. New Jersey Certification in Special Education and a masters degree and two (2) years teaching experience in special education or a bachelors degree and five (5) years teaching experience in special education.

OR

2. A masters degree and two (2) years teaching experience in a specialized vocational area or a masters degree and two (2) years appropriate experience in a specialized vocational area, or a bachelors degree and five (5) years teaching experience in a specialized vocational area.

OR

3. Possession of appropriate credentials in such fields as, but not limited to, occupational therapy, physical therapy and learning disabilities and a masters degree and two (2) years experience in an appropriate field or a bachelors degree and five (5) years experience in an appropriate field.

B. Teacher-A. Harry Moore School

1. New Jersey Certification in Special Education and a bachelors degree.

OR

2. A bachelors degree and proficiency in a specialized vocational area or possession of appropriate credentials in such fields as, but not limited to, occupational therapy, physical therapy and learning disabilities.

LETTER OF AGREEMENT I

The parties recognize that adequate work surroundings, equipment and support personnel are necessary to the fulfillment of the goals of the Colleges. Toward this end it is agreed that each College and each Local UNION shall establish a committee to examine such questions as office space, office equipment, telephones, lounges, classroom equipment, secretarial assistance and maintenance of facilities. The committee shall report its recommendation to the President. The composition of the committee will include an equal number of employees appointed by the Local UNION and administrative representatives appointed by the College President. The College and the Local UNION may agree to appoint additional persons from the College community to the committee.

The President or his or her designee(s) shall meet with the Local UNION to discuss the recommendations of the committee, prior to formally indicating his or her reaction to the recommendations.

LETTER OF AGREEMENT II

In order to provide for interested faculty, librarians, and staff members to pursue retraining and professional development consistent with institutional needs, the administration of each State College will set forth its immediate and longer range institutional goals and will make these known so that faculty, librarians and professional staff are fully cognizant of areas of high programmatic need and growth potential.

The Local UNION and the Administration shall meet and discuss the implementation of the retraining program.

The STATE and the UNION agree that elements of the current Agreement such as Sabbatical leave Program, the Career Development Program, the Tuition Reimbursement Program and Professional Staff Leaves may be utilized, as appropriate, to enhance the retraining opportunities for faculty, librarians, and professional staff members.

Applications by tenured faculty, librarians and employees serving in multi-year contracts for participation in these programs which are consistent with the expressed goals and needs of the College may be given priority consideration to a reasonable extent.

LETTER OF AGREEMENT III

Procedures currently in effect for reappointment of Assistant Directors of the Library will continue unless modified by local negotiations.